

Snowmobile Tour Release and Waiver of Liability Agreement

CUSTOMER INFORMATION

Full Name	Driver's License/Passport State and Number	Date of Birth
Residence Address	City	State
Home/Cell Phone Number	Email Address	

NO WARRANTY – DANGEROUS ACTIVITY

Fairbanks Snow Sleighers LLC makes no warranty of any kind, nature, or description, express or implied, as to the quality and manufacture, safety, drivability, or fitness for any particular purpose of any snowmobile or equipment provided to the undersigned. I, the undersigned, accept any snowmobile or other equipment provided by Fairbanks Snow Sleighers LLC in its "as is" condition with all faults. I acknowledge that riding snowmobiles is a dangerous activity, with a high risk of serious bodily injury and or death to others and or oneself. Fairbanks Snow Sleighers LLC does not provide medical insurance to the undersigned and advises that serious injuries can cause financial hardships. I personally accept all risks and liabilities of this activity. Fairbanks Snow Sleighers LLC has informed me that by signing this document I am surrendering legal rights, and I am waving my right to bring any claim(s) against Fairbanks Snow Sleighers LLC. It is my intent to surrender those rights and to release Fairbanks Snow Sleighers LLC of any duty legally owed to me in relation to the conduct of this activity.

TERMS AND CONDITIONS

Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, agents, representatives, volunteers, affiliates, and successors have agreed to permit me to go on a guided snowmobile tour. I, the undersigned, hereby agree to the following terms and conditions:

1. **Responsibility for Damages.** I authorize Fairbanks Snow Sleighers LLC to charge my credit card account provided as part of this tour transaction a \$500.00 damage deposit prior to the occurrence of this activity. If my credit card account is not provided on file for this transaction, the credit card provided on file for this tour transaction will be charged. I agree that if it is my credit card on file for this transaction, it will be charged if anyone else in my group damages a snowmobile or equipment during this tour transaction. When I, the undersigned, return the snowmobile at the conclusion of this activity in the same condition as it was provided to me, I will receive a full refund on the damage deposit. If I, the undersigned, cause damages to the snowmobile I will be financially responsible for the damages that I have caused. The damages will be assessed by Northern Power Sports of Fairbanks, Alaska. If the damages are in excess of my \$500 damage deposit, I, the undersigned, authorize Fairbanks Snow Sleighers LLC to charge my credit card account (or the credit card account on file) for the remaining balance to have the damages fixed.
2. **Insurance Option.** Fairbanks Snow Sleighers LLC provides an insurance option to cover the undersigned from damages in excess of the \$500 damage deposit. By checking this box, [], I, the undersigned, agree to purchase the insurance protection for \$35.00. The insurance protection I, the undersigned, have agreed to purchase, covers me from being financially responsible for damages I may cause to the snowmobile in excess of my \$500 damage deposit. The same rules as above still apply for the damage deposit regardless of whether or not insurance is purchased. This insurance option only covers damages in excess of the damage deposit.
3. **Limitation of Use.** I, the undersigned, agree that I am at least 18 years of age (if minor/under 18, must have a legal parent guardian sign for you), and that I will wear the helmet, goggles, and other gear provided to me at all times during snowmobile operation. I agree that I will be the only person to operate the snowmobile provided to me. I agree that I will abide by all federal, state, and local laws and rules, and adhere to all instructions and directions of Fairbanks Snow Sleighers LLC. I agree that I am not under the influence of any alcohol or illegal drugs, and that I have not misused or abused any legal prescription drugs before or during this activity.
4. **Assumption of Risk.** I, the undersigned, assume and accept all risks and liabilities of this activity. I understand that riding on snowmobiles has inherent risks, and can cause serious bodily injury and or death to others and or oneself.
5. **Waiver and Release of Claims.** I, the undersigned, on behalf of myself, my spouse (current or future), my child or children (current or future), any minor for whom I am the guardian, my heirs and successors, executors, and subrogates, now and forever waive, release, and discharge Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, agents, representatives, volunteers, affiliates, and successors from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death, and property damage, that in any manner arise from or relate to the operation of any snowmobile provided to me for operation and participation in this activity. This waiver and release extends to and includes any and all claims, liabilities, injuries, damages, an cause of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future, and I voluntarily assume that risk as part of this agreement.
6. **Covenant Not to Sue.** I, the undersigned, agree and covenant on behalf of myself, my children and any minors for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or another action, complain, or proceeding against Fairbanks Snow Sleighers LLC, or any owners, operators, shareholders, directors, officers, employees, agents, representatives, volunteers, affiliates, successors or assigns thereof, or in any manner assert any further claim or demand against Fairbanks Snow Sleighers LLC, and its owners, operators, shareholders, directors, officers, employees, agents, representatives, volunteers, affiliates, successors, and assigns thereof, arising from or pertaining to the condition, possession, use and or operation of any snowmobile or equipment provided to me by Fairbanks Snow Sleighers LLC for this activity. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.
7. **Indemnification.** I, the undersigned, indemnify, defend, protect, and hold Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, agents, representatives, volunteers, affiliates, and successors, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the use and or operation, condition or possession of any snowmobile(s) or equipment provided to me by Fairbanks Snow Sleighers LLC. The undersigned indemnifies Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, agents, representatives, volunteers, affiliates, and successors against any losses, costs, or expenses resulting from a breach of this agreement.
8. **Partial Invalidity/Choice of Law.** If any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provision of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the law of the State of Alaska.
9. **Expenses of Enforcement.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and all costs and expenses incurred in pursuit thereof.
10. **Photo/video Permission.** I, the undersigned, agree to allow Fairbanks Snow Sleighers LLC to collect and use photographic and or video images and footage of me for the purposes of marketing, publicizing, and promoting Fairbanks Snow Sleighers LLC. I waive any right to be compensated for the use of my photographic and or video image(s) and or footage, and release Fairbanks Snow Sleighers LLC from liability for any claims, where such claims arise out of or relate to Fairbanks Snow Sleighers LLC use of my photographic and or video image(s) and or footage.
11. **No Oral Modifications.** This document constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing and signed by authorized representatives of both parties. I, the undersigned, certify that I have read this agreement and waiver of liability and understand the contents of this document. I execute it voluntarily in good faith and with full knowledge of its significance.

Printed Name

Signature

Date