

Lakeshore Resort Snowmobile Rentals

PARTICIPANT AGREEMENT RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Lakeshore Resort Snowmobile Rentals, the released parties, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify and discharge the released parties irrevocably and forever on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

- 1.) I acknowledge that my rental of a snowmobile entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things, riding on uneven snow-covered terrain, changing snow conditions, possibility of avalanche and variations in elevations; loss of control of the snowmobile; falls from the snowmobile; collision with other snowmobiles, participants, trees, rocks and other man made or natural obstacles; exposure to the elements, extreme temperatures, inclement weather, high wind, encounters with animals and wildlife; burns; mechanical and or equipment problems or failure; and unavailability of immediate medical attention in case of injury. Furthermore, employees of the released parties have difficult jobs to perform and these risks may be compounded. They seek to assure your safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They might give incomplete warnings or instructions and the equipment being used might malfunction.

- 2.) I expressly agree and promise to accept and assume all of the risks existing and in connection with this activity. My participation in this activity is purely voluntary and I elect to participate with full knowledge of and in spite of the risks.
- 3.) I hereby voluntarily release, and agree to indemnify and hold harmless, the released parties from any and all claims, demands or causes of action that are in any way connected with my participation in this activity or my use of their equipment or facilities, including any such claims that allege negligent acts or omissions of the released parties.
- 4.) Should the released parties or anyone acting on their behalf be required to incur attorney's fees, costs to enforce this agreement, I agree to indemnify and hold them harmless, Lakeshore Resort for all such fees and costs.
- 5.) I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have. In addition, I hereby certify that myself and members of my party are in adequate physical condition and have the necessary strength therefore to withstand the rigors of snowmobile activity, cold weather and high altitudes.
- 6.) In the event that I file a lawsuit against the released parties, I agree to do so solely in the State of California and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of that State. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in force and effect.

BY SIGNING THIS DOCUMENT, I ACKNOWLEDGE THAT IF ANYONE IS HURT OR PROPERTY IS DAMAGED DURING MY PARTICIPATION IN THIS ACTIVITY, I MAY BE FOUND BY A COURT OF LAW TO HAVE WAIVED MY RIGHT TO MAINTAIN A LAWSUIT AGAINST LAKESHORE RESORT, AND OR STEPHEN SHERRY OWNER. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE PARTICIPANT AND LAKESHORE RESORT AND I SIGN OF MY OWN FREE WILL.

I have had sufficient opportunity to read this entire document. I have read and understood it and I agree to be bound by its terms.

Signature of Participant: _____ Date: _____

Print Name: _____ Address: _____

Phone: _____

Parents or Guardians Additional Indemnification:

(Must be completed for participants under the age of 18)

In consideration of _____

_____ (print minor’s name), (“Minor”) being permitted by Lakeshore Resort to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless Lakeshore Resort from any and all claims that are brought by or on behalf of Minor, and that are in any way connected with such use or participation by Minor.

Signature Parent or Guardian: _____ Date: _____

Print Name: _____

Rules and Regulations

- 1.) Read and sign a rental and release of liability agreement before riding.
- 2.) Only named drivers are permitted to operate the rented machine. At no time shall there be more than two people on a two-person machine or one person on a one-person machine, maximum weight is 350 lbs.
- 3.) Snowmobiles must ride in a single file line staying on the right side of the trail.
- 4.) **NO OFF TRAIL RIDING IS PERMITTED**, All riding must take place on groomed designated trails and participant must notify agent of destination before departure.
- 5.) No tailgating – keep your distance snowmobiles must all keep one machine length distance between each machine at 10 miles per hour.
- 6.) All drivers must be at least 16 with a valid drivers license.
- 7.) Everyone riding must where a helmet, no exceptions, helmets will be provided for your safety.
- 8.) First tank of fuel is provided for rentals.
- 9.) If any damage occurs, all parts for repair will be new parts.
- 10.) There will be an applicable recovery fee should you require assistance.
- 11.) All reservations are prepaid in full and non-refundable.
- 12.) A 1000.00 damage deposit is verified by credit card before proceeding.
- 13.) Lakeshore Resort reserves the right to refuse these activities to any person judged to be incapable of meeting the rigorous requirements of snowmobiling.
- 14.) It is your responsibility to read and understand all the items included in this Agreement.

All riders must initial that you understand your responsibilities and the rules and regulations of this Agreement X _____ X _____ X _____ X _____ X _____ X _____ X _____



P.O. Box 197
 61953 Huntington Lake Road
 Lakeshore, CA 93634
 (559) 893-3193

Snowmobile Rental Contract

Please Print

Name:	Date:	
Address:	City:	State: Zip:
Phone:	Alt.	
Drivers Lic. No.		
Damage Deposit of 1000.00 CC No.		Auth.

This is a contract of rental only and not of sale, the undersigned renter agrees that he rented the item(s) herein described upon the express conditions that at all times remain the property of the rental agent named above; that he has examined said item(s), found them to be in good condition and will return it in as good condition as when he received it, ordinary wear and tear expected. ; That he will return at once the rental agent any item not functioning normally; that he will pay promptly when due all charges which accrue because of this rental including damages to said item(s). In the event the renter fails to return said item(s) at the agreed time, or fails to abide by any of the other terms of this contract, the rental agent may repossess it without notice to the renter, and the rental agent is hereby released from all claims arising therefore. All charges are based on the time item(s) is in renter's possession whether in use or not. The rental agent is not responsible for accidents or injuries caused directly or indirectly in the use of the rented item(s).

- ❖ No refund on cancellations or for any unused time.
- ❖ No credit will be given.
- ❖ Extended periods must be approved in ADVANCE.
- ❖ Recoveries will be charged by the hour, by snowmobile, 40.00 by snowcat, 80.00 extra man, 20.00.

Customer Signature _____

Snowmobile Type	Two Up	Two Up	Two Up	Two Up
Helmets	1	1	1	1
	2	2	2	2
Date / Time Out	Date/Tm Out	Date/Tm Out	Date/Tm Out	Date/Tm Out
Date / Time Return	Date/Tm In	Date/Tm In	Date/Tm In	Date/Tm In
Total Time	Total:	Total:	Total:	Total:
Rate				
Damage Est.				
Deposit Rec.				
Total Due				

Huntington Lake / Sierra National Forest