



# PARTICIPANT AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Jacs Power sports Group, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "JPG"), I hereby agree to release, indemnify, and discharge JPG, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation outdoor and/or in snowmobiling activities 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 simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** being lost or separated from their guides or companions; loss of control of the snowmobile, traveling in forested areas, rugged terrain, or inclement weather; exposure to elements, altitude, and cold including hypothermia, frostbite, acute mountain sickness, exhaustion, pinches, bruises, abrasions, strains, cuts and lacerations; exhaustion; sunburn, dehydration; burns; improper lifting or carrying; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; avalanches; riding on uneven snow covered terrain, changing snow conditions and variations in elevations; falls from the equipment; collision with trees, rocks, and other manmade or natural obstacles; encounters with animals and wildlife; mechanical and/or equipment problems or failure accidents or illness can occur in remote places without immediate medical facilities; my own physical condition, and the physical exertion associated with this activity.

Furthermore, JPG employees have difficult jobs to perform. They seek 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 may 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 in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless JPG from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of JPG's equipment or facilities, including any such claims which allege negligent acts or omissions of JPG.

4. Should JPG or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless 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 I may have.

6. In the event that I file a lawsuit against JPG, I agree to do so solely in the state of Washington, and I further agree that the substantive law of that state 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 full 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 JPG on the basis of any claim from which I have released them herein. 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.

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

## PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION

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

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being permitted by JPG to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless JPG from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# LEAVENWORTH SNOWMOBILE RENTALS INSTRUCTION SHEET

Initial: \_\_\_\_\_

I have listened to the safety talk or video \_\_\_\_\_

I have a cell phone \_\_\_\_\_

I have a map \_\_\_\_\_

I know how to start machine \_\_\_\_\_

I know the proper way to lift machine \_\_\_\_\_

I know how to lean into a turn \_\_\_\_\_

I know not to drive past pink tape/boundaries \_\_\_\_\_

I know how to release the emergency brake \_\_\_\_\_

I know I am not allowed to cross railroad tracks for any reason \_\_\_\_\_

I am aware there are other snowmobiles and people on the same trails I will be riding \_\_\_\_\_

I will practice using the break 20 times in the first 10 minutes \_\_\_\_\_

I will drive 5 MPH for the first 5 minutes \_\_\_\_\_

Date: \_\_\_\_\_ Signature of renter: \_\_\_\_\_ Printed name of renter: \_\_\_\_\_

## SLED CONDITION

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Snowmobile: \_\_\_\_\_

	Check-Out	Check-In
Lights Operational		
Brake and Throttle Operational		
Proper Fuel Used		
Tracks In Proper Working Order		
Extra Belt Present		
Damage To Hood		
Damage To Skis		
Are Skis Straight		
Damage To Seat		
Damage To Windshield		
Scratches		
Helmet(s) Issued		
Video Taken		

\_\_\_\_\_

*Signature At Check-Out*

\_\_\_\_\_

*Signature At Check-In*

**INCIDENT REPORT** (Employee use only) *Contact Joe Immediately*

Today's Date: \_\_\_\_\_

Date of Incident: \_\_\_\_\_

Brief Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Location of Incident(s): \_\_\_\_\_

Approximate Cost of Damage(s): \_\_\_\_\_

Other Parties Involved (List names and phone numbers): \_\_\_\_\_

\_\_\_\_\_