



## SNOWMOBILE RENTAL/TOUR WAIVER AND RELEASE AGREEMENT

Name: \_\_\_\_\_

Date of Tour/Rental: \_\_\_\_\_ Date of Birth: \_\_\_\_\_

Address: \_\_\_\_\_

City State Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact Person: \_\_\_\_\_ Phone: \_\_\_\_\_

Snowmobile Number: \_\_\_\_\_ Driver's License Issuing Number and State: \_\_\_\_\_

Chautauqua Lake Snowmobile Services, its owners, officers, employees, agents, representatives, parents, and affiliates has agreed to permit me to go on a guided Snowmobile tour and/or rent a snowmobile. In consideration for Chautauqua Lake Snowmobile Services permission, **I agree:**

**(1)** that, whether I am a passenger on a Snowmobile or I operate a Snowmobile, there is a risk of serious injury or death. Some of the risks include loss of control, rollover, and collisions with natural and man-made obstacles, both visible and unseen. Examples of conditions that create the risk of loss of control, rollovers or collisions include variations in surface and subsurface, weather conditions, variations in terrain, trees, logs, stumps, rocks, and other forms of forest growth and debris, bumps, ditches, culverts, barriers, bridges, and fences. Also, there is a risk of collision with other persons or vehicles, and a risk of accidents caused by the negligence of Chautauqua Lake Snowmobile Services or other persons.

**(2)** to accept all risks arising out of relating to my participation of renting a snowmobile or on the guided Snowmobile tour, whether listed in paragraph (1) above or not.

**(3)** to abide by all federal, local, and state laws, rules, instructions and directions of Chautauqua Lake Snowmobile Services regarding participation in a Snowmobile rental/tour. To operate snowmobile on marked and posted New York State Snowmobile Trails only. I agree that any passenger on snowmobile rental and/or tour is at least 8 years old. If I do not obey, Chautauqua Lake Snowmobile Services may discontinue my participation in the rental/tour, without refunding any amount paid by me.

**(4)** to waive my right to bring any claims against Chautauqua Lake Snowmobile Services that arise out of or relate to my participation in a Snowmobile rental/tour, and to release Chautauqua Lake Snowmobile Services from liability for any such claims. This waiver and release includes claims based upon negligence by Chautauqua Lake Snowmobile Services. I further agree that I will indemnify, hold harmless, and reimburse Chautauqua Lake Snowmobile Services for all losses (including attorneys' fees and costs) from any claims brought by any persons or entities arising out of or relating to my participation in the Snowmobile rental/tour.

**(5)** that all disputes arising under this Release or from participation in the Snowmobile rental/ tour shall be litigated exclusively in the Court System of Chautauqua County, New York.

**(6)** that if the Snowmobile that I use is damaged on the rental/tour, Chautauqua Lake Snowmobile Services will determine whether to repair or replace the Snowmobile, and I will pay 100% of the cost of repair or replacement. I further agree to provide Chautauqua Lake Snowmobile Services with a damage deposit of \$500.00, either in cash, or by authorizing a charge to my credit card. I agree that Chautauqua Lake Snowmobile Services may apply some or all of this damage deposit to the cost of repairing any damage to the Snowmobile that occurred while I operated or was a passenger on the Snowmobile.

**(7)** to grant Chautauqua Lake Snowmobile Services permission to use photographic and/or video images of me for the purpose of marketing, publicizing and promoting of Chautauqua Lake Snowmobile Services. I waive any right to be compensated for the use of my image and release Chautauqua Lake Snowmobile Services from liability for any claims, where such claims arise out of or relate to Chautauqua Lake Snowmobile Services use of my image.

**(8)** to not operate any snowmobiles on any lakes or waterways, and must be operated in New York State only during the rental/tour period with Chautauqua Lake Snowmobile Services.

**(9) to not consume any alcoholic beverages or other mind-altering drugs, including prescription drugs, during the rental/tour period.**

**Adults (21 and older):** I understand this Agreement and enter into it voluntarily.

(Signature) \_\_\_\_\_ (date) \_\_\_\_\_

**Minors (16 – 21 years old):** I understand this Agreement and enter into it voluntarily. I have discussed this Agreement with my parent, guardian, or the adult responsible for my well-being and safety while I use a Snowmobile. Further more the adult responsible for my well-being will also be accompanying me at all times while operating the snowmobile.

(Signature) \_\_\_\_\_ (date) \_\_\_\_\_

**Parents, guardians, or responsible adults:** I agree: (1) that I have discussed this Agreement with the minor; (2) that paragraphs four and five above apply to any claim by me related to the minor's participation; (3) that I will pay any amounts due under paragraph six; and, (4) to indemnify and hold Chautauqua Lake Snowmobile Services harmless for all losses (including attorneys' fees and costs) from any claims by or on behalf of the minor related to the minor's participation.

(Signature) \_\_\_\_\_ (date) \_\_\_\_\_