

MAD MOUNTAIN *Adventures*

21443 US Hwy 385 - Deadwood, SD 57732 - 605-578-1878

PARTICIPATION AGREEMENT, RELEASE, AND ASSUMPTION OF RISK

In consideration of the services of Mad Mountain Adventures, BTO LLC, and 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 "MMA"), I hereby agree to release, indemnify, and discharge MMA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that renting a snowmobile entails know 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 the other things: There is the possibility of rough terrain. Passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment. Injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; further, passengers can be thrown off the vehicle which can result in any of the above events occurring; collisions, and flipping over; accidents or illness can occur in remote places without medical facilities; the machine itself may fail; and slips and falls are always a possibility on hikes.

Furthermore, MMA 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 warning 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 MMA 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 MMA's equipment or facilities, including any such claims which allege negligent acts or omissions of MMA.

4. Should MMA 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 to myself. I further certify that I am willing to assume the risk of any medical or physical condition that I may have.

6. In the event that I file a lawsuit against MMA, I agree to do so solely in the state of South Dakota, 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 portions shall remain in full force and effect.

7. Each machine will be returned full of fuel; a re-fueling charge of \$40.00 can be assessed to renter for failure to fuel machine.

There may be a charge of **\$125.00** for the recovery fee of rental vehicle. Machine will be returned by end of normal operating hours to avoid a late fee of **\$50.00 per ½ hour.**

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 MMA on the basis of any claim from which I have released then herein.

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

I have had the opportunity to review the snowmobile handbook for safe operating of said machine.

SIGNATURE OF PARTICIPANT _____

PRINT NAME _____

DATE _____

ADDRESS _____

CITY _____ STATE _____

ZIP _____ PHONE (____) _____

DRIVER'S LICENSE - _____ STATE _____

DATE OF BIRTH ____/____/____

VEHICLE RENTAL INFORMATION

RENTAL BEGIN/END _____ am/pm to _____ am/pm

RENTAL RATE \$ _____ per hr / ½ day / full day

MACHINE # _____

PARENTAL OR GUARDIAN ADDITIONAL INDEMNIFICATION

Must be completed for participants under the age of 18

In consideration of _____ ("Minor")
(print minor's name)

being permitted by MMA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless MMA 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.

SIGNATURE OF PARENT OR GUARDIAN _____

PRINT NAME _____