

# AGREEMENT & WAIVER OF LIABILITY

Name ↑			
Permanent Address	Town	State	Zip
Home Phone#	Local Phone#		
Local Address (Hotel, Condo)			
Additional Driver/Passenger Name (List minors, riders with guide)			
1.			
2.			
3.			
<b>Please Note:</b> We do not recommend those persons with back problems, heart conditions, or expectant mothers ride snowmobiles. You should be in good physical condition to participate in these activities.			
How or where did you hear about us? ↑			
<b>WARNING</b>			
If you do the following you will breach this agreement:			
1. Drive recklessly or unsafely.			
2. Disregard instructions from your guide.			
3. Drive after drinking any alcohol or using any drugs regardless of degree of impairment.			
4. Allow anyone not authorized by this contract to drive the snowmobile.			

If you do any of the above, you forfeit both your collision damage limitation and the limited CDW, if you have purchased CDW.

**LIMITED COLLISION DAMAGE WAIVER (CDW)**

You are absolutely liable for collision damage and loss of use to our vehicle. If you drive safely this responsibility is limited to \$6,000 to cover damages. You can further reduce your total responsibility to \$250 by driving safely and paying \$12.00 per tour. The CDW is not insurance.

(INITIAL)

I ACCEPT I DECLINE

X X

I, the person named herein being above age eighteen, or the legal guardian of the reverse named person who is under 18, in consideration of the services of Alpine Adventures Outdoor Recreation, LLC, (Alpine Adventures) and Alpine Adventures Holdings, LLC (Alpine) and the rate charged for those services, hereby acknowledge, agree, promise and covenant with Alpine Adventures and Alpine and its successors and assigns, on behalf of myself, my heirs, assigns, personal representatives and estate as follows:

Acknowledgement of Risk: I understand and acknowledge that the activities I am about to engage in voluntarily bear certain risks, which could result in injury, death, illness or disease, physical or mental, or damage as follows: (1) the nature of the activities themselves, namely: snowmobile operation and/or riding; observation of snowmobile riding; transportation to and from the activity by motor vehicle, and all related activities; (2) the particular risks of the activities, including but not limited to the following: personal injury of any sort; property damage; hypothermia; frostbite; collision with trees, rocks other natural or man-made obstacles, and/or other snowmobiles, manufacturer's defects in equipment; obstacles such as branches, trees, cliffs, depressions, gullies and hidden stumps or rocks; avalanche; snow storms, ice and other adverse weather conditions; participant's failure to follow the guide's safety and trail instructions; participant's attempts to exceed participant's snowmobile skills; the unavailability of immediate medical attention in case

**DONATION for TRAIL GROOMING:**

We are asking you to give a donation to the White Mt. Snowmobile Club to help them with the grooming and the trail maintenance they do to keep the trails we ride on so nice. Any amount will help! Thanks for your donation.

Please circle donation amount. \$0.00 / \$2.00 / \$4.00 / \$6.00 / \$8.00 / \$10.00.

Cash: \_\_\_\_\_ Check / Traverler's Checks: \_\_\_\_\_ Credit Card: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Tour: \_\_\_\_\_ Reservationist/Witness: \_\_\_\_\_

**This Document Affects Your Legal Rights. You Must Read And Understand It Before Initialing or Signing It.**

of emergency; becoming disoriented and lost; quality and sufficiency of clothing and protective headgear provided; and, if an automobile is used in connection with the activity, automobile accident, including rollover of an automobile and other risks incidental to the nature of the activity; (3) the negligent acts or omissions of Alpine Adventures and Alpine, its agents or employees, and other persons or entities; (4) latent or apparent defects or condition in equipment, protective clothing or property supplied by Alpine Adventures and Alpine, or other persons or entities; (5) use or operation by myself or others of equipment supplied by Alpine Adventures and Alpine or other persons or entities; including failure of participant to wear the provided helmet and failure by participant to keep it correctly buckled (6) the negligent acts or omissions of other participants in this activity and of third parties; (7) weather conditions; (8) contact with ice, snow, water, plants, or animals; (9) my own physical condition, or my own acts or omissions; (10) condition or roads, trails, waterways or terrain, and accidents connected with their use; (11) first-aid, emergency treatment or other services rendered; and (12) consumption of food or drink.

I (Participant) understand and acknowledge that the above list is not exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in injury, death, illness or disease, or damage to their property. **I warrant and covenant that if I encounter a situation or problem that wasn't covered by the instructions provided by Alpine Adventures and Alpine I hereby agree and promise to stop my snowmobile and wait for proper instructions.**

**Acceptance of Risk and Responsibility** Being aware that this activity entails risks of injury, I agree, covenant and promise to accept and assume all responsibility and risk of injury, death, illness or disease, or damage to my property arising from my participation. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of the risks.

**Release, Indemnification and Covenant Not To Sue:** I hereby voluntarily release and forever discharge Alpine Adventures and Alpine, US Forest Service and NH State Parks and each of their agents, employees and/or insurers from any and all liability, claims, demands, actions or rights of action, which are related to, arise out of, or are in any way connected with my

participation in this activity, including specifically but not limited to the negligent acts or omissions of Alpine Adventures and Alpine agents and/or employees, and of all other persons or entities, for any and all injury, death, illness or disease, and damage to my property.

I hereby agree to and shall at all times defend, indemnify and hold Alpine Adventures, Alpine, US Forest Service and NH State Parks, and its officers, agents and employees, wholly harmless from any and all losses, costs (including court costs and reasonable attorney's fees), expenses, penalties, response costs, claims, demands, suits by any person, persons, or entities whether or not frivolous), injuries, damages or death and other liabilities of whatever kind or nature, arising out of (directly or indirectly), connected with, incident to or resulting from participation in this activity.

I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Alpine Adventures and Alpine its agents or employees, for any action, injury, death, illness or disease, or damage to my property, arising from or connected with my participation in this activity.

**Agreement:** I understand that this is the agreement for release and discharge, acceptance of responsibility and acknowledgement of risks between myself and Alpine Adventures and Alpine its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employee or agent of Alpine Adventures and Alpine or by me.

**Damage Clause:** I understand and agree that I am responsible for any damage caused by my use or operation of said snowmobile, unless I have purchased CDW and then I am responsible for \$250 under those provisions.

**Jurisdiction:** Notwithstanding the waiver of liability, release, indemnification and covenant not to sue, which I am signing, I further agree any claim based upon or arising out of this document will be brought in a court located in the state of New Hampshire and be subject to the statutory and common law of New Hampshire. I have read page 1 and 2 and sign below to show that I understand and agree with its content.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Signature (passenger/other driver) \*\* Date