

TOUR RELEASE & WAIVER OF LIABILITY AGREEMENT

NO WARRANTY – DANGEROUS ACTIVITY

Fairbanks Snow Sleighers LLC makes no warranty of any kind, nature, or description, express or implied, as to the quality and manufacture, safety, drivability, or fitness for any particular purpose of any snowmobile, ATV, UTV, or equipment provided to the undersigned. I, the undersigned, accept any snowmobile, ATV, UTV, or equipment provided by Fairbanks Snow Sleighers LLC in its "as is" condition with all faults. I acknowledge that riding snowmobiles, ATV's, and UTV's is a dangerous activity, with a high risk of serious bodily injury and or death to others and or oneself. Fairbanks Snow Sleighers LLC does not provide medical insurance to the undersigned and advises that serious injuries can cause financial hardships. I personally accept all risks and liabilities of this tour activity. Fairbanks Snow Sleighers LLC has informed me that by signing this document I am surrendering legal rights, and I am waving my right to bring any claim(s) against Fairbanks Snow Sleighers LLC. It is my intent to surrender those rights and to release Fairbanks Snow Sleighers LLC of any duty legally owed to me in relation to the conduct of this activity.

TERMS AND CONDITIONS

Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, contractors, agents, representatives, volunteers, affiliates, and successors, have agreed to permit me, the undersigned, to go on a guided snowmobile, ATV, and UTV tour. I, the undersigned, hereby agree to the following terms and conditions:

1. **Assumption of Risk.** I, the undersigned, assume and accept all risks and liabilities of this activity. I understand that riding on snowmobiles, ATV's, and UTV's have inherent risks and can cause serious bodily injury and or death to others and or oneself.
2. **Limitation of Use.** I, the undersigned, agree that I am at least 18 years of age (if minor/under 18, must have a legal parent guardian sign for you), and that I will always wear the helmet, goggles, and all other safety gear provided to me during snowmobile, ATV, and UTV operations. I agree that I will be the only person to operate the snowmobile, ATV, and UTV provided to me. I agree that I will abide by all federal, state, and local laws and rules, and adhere to all instructions and directions of Fairbanks Snow Sleighers LLC. I agree that I am not under the influence of any alcohol or illegal drugs, and that I have not misused or abused any legal prescription drugs before or during this activity. I agree that I am not pregnant and that I do not have any neck or back issues that preclude me from going on this tour.
3. **Waiver and Release of Claims.** I, the undersigned, on behalf of myself, my spouse (current or future), my child or children (current or future), any minor for whom I am the guardian, my heirs and successors, executors, and subrogates, now and forever waive, release, and discharge Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, contractors, agents, representatives, volunteers, affiliates, and successors from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death, and property damage, that in any manner arise from or relate to the operation of any snowmobile, ATV, and UTV provided to me for operation and participation in this activity. This waiver and release extend to and include all claims, liabilities, injuries, damages, and cause of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future, and I voluntarily assume that risk as part of this agreement.
4. **Indemnification.** I, the undersigned, indemnify, defend, protect, and hold Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, contractors, agents, representatives, volunteers, affiliates, and successors, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the use and or operation, condition or possession of any snowmobiles, ATV's, UTV's, and safety equipment provided to me by Fairbanks Snow Sleighers LLC. I indemnify Fairbanks Snow Sleighers LLC, its owners, operators, shareholders, directors, officers, employees, contractors, agents, representatives, volunteers, affiliates, and successors against any losses, costs, or expenses resulting from a breach of this agreement.
5. **Photo & Video Permission.** I, the undersigned, agree to allow Fairbanks Snow Sleighers LLC to collect and use photographic and video images and footage of me for the purposes of marketing, publicizing, and promoting Fairbanks Snow Sleighers LLC. I waive any right to be compensated for the use of my photographic and video images and footage, and release Fairbanks Snow Sleighers LLC from liability for any claims, where such claims arise out of or relate to Fairbanks Snow Sleighers LLC use of my photographic images and video footage.

6. **Responsibility for Damages.** I, the undersigned, agree that I am financially responsible for any and all damages that I may cause to any snowmobile, ATV, UTV, or other gear and equipment provided to me as part of this tour activity. I authorize Fairbanks Snow Sleighers LLC to place a pre-authorization hold on my credit card (or the credit card on file for my group's tour reservation), in the amount of \$1,500.00 per snowmobile/ATV/UTV to serve as a refundable damage deposit. When I, the undersigned, return the snowmobile/ATV/UTV at the conclusion of this tour activity in the same condition as it was provided to me, the pre-authorization hold will be released and I will not be charged. If I, the undersigned, cause any damage to the snowmobile/ATV/UTV, I will be financially responsible for the damages up to but not exceeding \$1,500. Damages will be assessed by a commercial retailer in Fairbanks, Alaska. If the damages are less than the \$1,500 damage deposit, I, the undersigned, will receive a partial reimbursement for the difference between the repair costs and the damage deposit. I, the undersigned, will not be responsible for damages exceeding \$1,500, as I have purchased the mandatory insurance protection plan listed below.
7. **Insurance Protection Plan.** Fairbanks Snow Sleighers LLC requires all participants to purchase the insurance protection plan, which is completed at the time of booking. The insurance protection plan protects the undersigned from being financially responsible for damages exceeding a \$1,500 damage deposit. This insurance protection plan only covers damages in excess of the damage deposit. I acknowledge that I, the undersigned, am responsible for repairs costs up to but not exceeding \$1,500, if I cause damage to any snowmobile, ATV, UTV, or equipment provided to me as part of this tour activity.
8. **Covenant Not to Sue.** I, the undersigned, agree and covenant on behalf of myself, my children and any minors for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or another action, complain, or proceeding against Fairbanks Snow Sleighers LLC, or any owners, operators, shareholders, directors, officers, employees, contractors, agents, representatives, volunteers, affiliates, successors or assigns thereof, or in any manner assert any further claim or demand against Fairbanks Snow Sleighers LLC, and its owners, operators, shareholders, directors, officers, employees, contractors, agents, representatives, volunteers, affiliates, successors, and assigns thereof, arising from or pertaining to the condition, possession, use and or operation of any snowmobile, ATV, UTV, or equipment provided to me by Fairbanks Snow Sleighers LLC for this activity. This covenant applies and extends to all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.
9. **Partial Invalidity/Choice of Law.** If any provision of this agreement is held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provision of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the law of the State of Alaska.
10. **Expenses of Enforcement.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorneys' fees and all costs and expenses incurred in pursuit thereof.
11. **No Oral Modifications.** This document constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing and signed by authorized representatives of both parties. I, the undersigned, certify that I have read this agreement and waiver of liability and understand the contents of this document. I execute it voluntarily in good faith and with full knowledge of its significance.

First & Last Name _____ Date of Birth _____

Home Address _____ City, State, & Zip _____

Drivers License / Passport Number _____

Phone Number _____ Email Address _____

Signature _____ Date _____