



## HIGH COUNTRY TOURS, INC.

### PARTICIPANT AGREEMENT, AUTHORIZATION, INDEMNIFICATION, RELEASE AND ASSUMPTION OF RISKS

**THIS DOCUMENT AFFECTS AND LIMITS YOUR LEGAL RIGHTS. INITIAL EACH PARAGRAPH WHEN YOU CAREFULLY READ, UNDERSTAND, AND AGREE TO IT.**

**YOU MUST AGREE TO THIS ENTIRE AGREEMENT BY SIGNING ON THE BACK PAGE TO PARTICIPATE. IF YOU DON'T UNDERSTAND IT, DON'T SIGN IT.**

**THIS DOCUMENT IS TO BE COMPLETED BY PARTICIPANTS 18 YEARS OLD OR OLDER. MINORS MUST BE LISTED ON THEIR LEGAL GUARDIAN'S AGREEMENT.**

In consideration for the services provided by High Country Tours, Inc. (here in known as "HCT"), it's employees, managers, agents, officers, directors, shareholders, and affiliates. I agree to and I agree on behalf of my successors, heirs, assigns, personal representatives, any person for whom I am acting as a legal guardian and any person for whom I am paying the cost of this activity to all the following terms, assume all risks associated with this activity and to indemnify, voluntarily release and forever discharge and hold harmless HCT, it's employees, managers, agents, officers, directors, shareholders, and affiliates from any claims, demands or causes of action.

**DISCLOSURE OF RISKS:** I am aware that snowmobiling, tubing, trips into the backcountry, and any other activity in which I am about to voluntarily engage, bears known and unknown risks which could result in injury, death, illness, mental or physical harm to myself and others, and/or damage to my property or to the property of others. These risks and hazards include but are not limited to: hypothermia; exposure; drowning; windburn; sunburn; frostbite; broken bones; equipment failure; hidden obstacles; changing weather, snow, trail, and water conditions; bare spots; jumps; ice; mines; rocks, stumps; trees; avalanches; collisions with natural or man-made objects, persons or things; roll-overs; variations in terrain; barb wire; fences; railroads; failure of others to participate within their ability; injury from carrying, towing, lifting or dragging equipment; my own physical condition; my own negligence and the negligence of others including HCT; consuming food or drink; the behavior of wild or domesticated animals; transmissible pathogen or disease. Accident or illness could happen in remote places without medical services and emergency treatment. Injuries could occur or injuries could get worse during transport and/or during evacuation.

Furthermore, HCT personnel have difficult jobs to perform. They seek safety but are not infallible. They might misjudge weather and other environmental conditions. They make mistakes. They may give incomplete warning or instructions. The equipment being used might malfunction.

**ASSUMPTION OF RISK:** I freely and voluntarily assume and accept the risks of any injury or harm to my person or property, which may result from the risks described above or any other known or unknown risks or hazards related to any activity with HCT. This assumption of risk expressly includes the risk of injury or harm that may be caused by the negligent acts or omissions of third parties including the employees, managers, agents, officers, directors, shareholders, and affiliates of HCT. If I or my actions endanger the safety of myself, other customers or employees, I understand HCT reserves the right to refuse service to me. I will forfeit 100% of the cost for the service or tour. All trips go regardless of weather, this is an all-weather event. I understand that I am responsible to operate the snowmobile safely and within my ability.

**RELEASE AND DISCHARGE:** I voluntarily indemnify, release and discharge HCT, it's employees, managers, agents, officers, directors, shareholders, and affiliates from all liability, claims, demands or causes of action that are related to, arise from, or are in any way connected with my participation in any HCT activity. This includes claims related to the risks described above, as well as the negligent acts or omissions of HCT or other third parties. I also agree to hold harmless and indemnify HCT, their employees, managers, agents, officers, directors, shareholders, and affiliates from all costs and attorney's fees in connection with any claim which may arise from any activity in which I engage or participate.

**INSURANCE, TRANSPORT AND PHYSICAL CONDITION:** I understand that HCT is not providing any medical or other insurance benefits for me. I am in good health and have no physical condition, mental condition, disability, impairment, or injury that would be dangerous for me to participate in any HCT activity. I authorize HCT to call for medical transport for me and I agree to be responsible for the expense.

**PERSONAL ITEMS:** If my personal property is lost, damaged, or stolen, I am responsible and I agree HCT is not liable for it.

**MENTAL CAPACITY:** I have not consumed any alcohol or used any drugs during the past 24 hours which would impair my current ability to safely operate a snowmobile, ATV, or Side-by-Side, or engage in any other HCT activity, or which would impair my ability to knowingly and voluntarily enter into this Agreement. I have not and will not consume any drugs or alcohol during this activity or on the HCT premises.

**EQUIPMENT DAMAGE:** In consideration for HCT providing tours and activity services and permitting me to use and enjoy its equipment, I agree that I am personally responsible for any damage which I cause. This includes, but is not limited to, any damage to or loss of snowmobiles, ATVs, Side-by-Sides, helmets, clothing, gloves, boots, and any other property or equipment which I damage or lose. This agreement expressly includes damage caused by any collision between any equipment I am using and any other person or thing. In the event of a total loss, all equipment remains property of HCT. I agree to pay \$250 per day per snowmobile I damaged until it is repaired or replaced. I agree to pay MSRP for parts and \$120 per hour for labor related to recovery and repair. I understand that if \$25 was paid into the Snowmobile Repair Fund on my behalf before my snowmobile tour and this is indicated on my reservation, the Snowmobile Repair Fund only pays to repair the damage I cause to the snowmobile that I operate over \$750 and I pay the first \$750 in repairs

**PAYMENT AUTHORIZATION.** I authorize HCT to preauthorize/hold and to charge my credit card for any loss, amounts due, estimated damages and/or damage caused by myself or anyone on my reservation.

**FEES AND COSTS:** If HCT retains an attorney or undertakes any action to collect any amounts due hereunder, I agree to pay HCT's reasonable attorney's fees, costs, and expenses of collection. If HCT is required to initiate, or is made a party to, any legal action relating to my participation in any HCT activity or arising under this Agreement, I agree that I will be liable for HCT's reasonable attorney's fees, costs, and expenses if HCT prevails in such action. I further agree that venue for any legal action brought under this Agreement or to collect any amounts due, will be

exclusively in Summit County, Colorado regardless of where I may reside or claim a domicile. I also agree to waive any right to a jury for any claim that may arise hereunder. I understand and agree that if I refuse to pay or if I dispute the charges with my credit card provider, I will be liable for three times the amount of the charges. It is agreed that three times the amount is reasonable liquidated damage based on the burdens placed on HCT.

**GOVERNING LAW:** Any controversy or claim arising out of or relating to this agreement, or the breach thereof, and which is not settled between the parties shall be governed by the laws of the State of Colorado.

**AMENDMENT, WAIVER:** This Agreement may not be modified, other than by a written agreement executed by the parties, nor may any provision hereof be waived other than by a writing executed by the parties.

**SEVERABILITY:** If any provision of this Agreement shall be held or deemed to be invalid, illegal, or unenforceable in any jurisdiction, for any reason, the invalidity of that provision shall not have the effect of rendering any other provisions which most closely approximates the intent and the economic effect of the invalid provision and which would be enforceable to the maximum extent permitted in such jurisdiction or in such case.

**ENTIRE AGREEMENT:** This Agreement contains the entire agreement between the Parties with respect to the subject matter therein and shall supersede all prior oral and written agreements between Parties pertaining to such matters.

**MEDIA:** I also hereby grant permission to HCT, their designated photographers, associates, and agents to use any photographs, audio and/or video recordings taken of me during my tour or activity in any way they deem appropriate including marketing, advertising, etc.

**OPERATION:** I will not operate the machine until I have received training and fully understand how it operates. I agree to wear a helmet, and understand the inherent risks associated with snowmobiling and tubing. I am solely responsible for my actions and safety. I will not be influenced to operate the snowmobile outside of my ability. I will drive at my own pace and stop before doing anything I am not comfortable with or unwilling to do.

**EFFECT OF RELEASE AND ENTIRE AGREEMENT:** I understand and agree that by signing this agreement I am voluntarily assuming these risks and forever releasing and waiving any right I may have to recover damages, attorney's fees, costs or other amounts from HCT, it's employees, managers, agents, officers, directors, affiliates, shareholders, owners, or other persons related to HCT, for any injury or harm to myself or others resulting from the risks and hazards or any activity which I may engage in with HCT. I understand that this is the entire agreement between myself and HCT. I have read this entire document, understand it, and agree to be bound by it.

This Agreement is effective everyday that I participate in HCT activities and/or I am on HCT premises.

If applicable, the undersigned parent or legal guardian acknowledges that he/she is also signing this release on behalf of a minor PARTICIPANT and that the minor PARTICIPANT shall be bound by all the terms of this release. Additionally, by signing this release as the parent or legal guardian understands that he/she is waiving certain rights on behalf of the minor that the minor PARTICIPANT otherwise may have.

By signing this agreement without a parent or guardian's signature, the PARTICIPANT represents that they are at least 18 years of age, or, if signing as the parent or guardian of a minor PARTICIPANT, you represent that you are the legal parent or guardian of the minor PARTICIPANT.

**Please list all minor participants that you are the legal guardian for here. Write each minor's name and age. If the participant is under 18 years of age, I declare I am the parent or guardian of the minor participant and agree this document will bind the minor participant's rights.**

**CREDIT CARD AUTHORIZATION**

**My Credit Card is Under Reservation Name:** \_\_\_\_\_

I, *(print name)* \_\_\_\_\_, am accepting financial responsibility for the participants listed on this form and I authorize High Country Tours, Inc. to preauthorize/hold and charge my credit card for any damages caused by the participant(s) listed on this form. **FINANCIALLY RESPONSIBLE CARDHOLDER**

**THIS DOCUMENT IN ITS ENTIRETY IS THE SOLE PROPERTY OF HIGH COUNTRY TOURS, INC. AND CANNOT BE REPRODUCED.**