

Waiver and Release of Liability for Snowmobile and Side-by-Side Vehicle Rentals, Guided Tours and Activities

I, _____ (Print Name) (hereinafter referred to as "I" or "Participant"), represent that I have reached the age of majority in the State of Minnesota where this Waiver and Release of Liability ("Waiver") is signed, or that I am the parent or legal guardian of the Participant who has not reached the age of majority in Minnesota and am signing this Waiver on the Participant's behalf. I represent that I possess a valid driver's license, which is not suspended, if I will be operating a vehicle. I acknowledge that I am voluntarily requesting to operate, ride on, be a passenger on, and/or otherwise participate in activities (the "Activities") involving snowmobiles and/or side-by-side vehicles (also known as UTVs or SSVs) (the "Products"), including but not limited to rentals, guided tours, demonstrations, and related use of such Products.

B. Definitions of Products and Activities

For purposes of this Waiver, the following definitions apply: "**Products**" means all motorized recreational vehicles provided, rented, demonstrated, or otherwise made available by Lossing's Power Sports, including but not limited to snowmobiles, side-by-side vehicles (also referred to as ATVs, UTVs or SSVs), and any related equipment, accessories, or attachments. Products may be equipped with GPS tracking or monitoring systems for safety, recovery, and operational purposes.

"**Activities**" means any use of the Products, including but not limited to operating, riding as a passenger, participating in guided tours, self-guided rentals, demonstrations, testing, loading, unloading, and any associated or related activities occurring before, during, or after use of the Products. Activities may occur on designated trails, off-road terrain, or other permitted areas.

C. WARNING: DANGERS OF PARTICIPATION

I UNDERSTAND AND ACKNOWLEDGE THAT THE ACTIVITIES INVOLVING THE PRODUCTS ARE INHERENTLY DANGEROUS AND MAY RESULT IN SERIOUS INJURY, PERMANENT DISABILITY, OR DEATH.

I understand that the Activities involve risks that may arise from a variety of factors, including but not limited to: loss of control; excessive speed; failure to maintain proper distance between riders; sudden stops or changes in direction; collisions with other riders, vehicles, or objects; rollovers; group riding dynamics during guided tours; uneven, rough, or unpredictable terrain; changing trail conditions; operation on frozen lakes, ice, slush, mud, or water crossings; hidden, submerged, or obstructed hazards; reduced traction or control due to snow, ice, or terrain conditions; weather conditions including cold exposure, reduced visibility, and rapidly changing conditions; mechanical failure or malfunction of the Products; operator error; and the actions or inactions of other participants.

I further understand that side-by-side vehicles may be subject to tipping or rollover, and that snowmobiles may encounter hazards such as ice, slush, hidden obstacles, and varying snow conditions. I understand that I may be participating as an operator or passenger and that, in either role, I may be exposed to serious risks beyond my control. I understand that, in guided tours, guides or staff may provide directions, routes, or recommendations; however, I acknowledge that I remain solely responsible for my own operation of the Products and for maintaining a safe speed, distance, and control at all times. I understand that I am not relying on any guide or staff member to ensure my safety or to make decisions on my behalf, and that guides cannot eliminate the risks associated with the Activities. I acknowledge that conditions may change rapidly and that decisions made by myself or others may increase the risk of injury or damage. I further acknowledge that the Activities may take place in remote locations where medical assistance may be delayed or unavailable.

D. ASSUMPTION OF RISK

I understand and acknowledge that the Activities involve inherent and significant risks of injury, damage, or death, and that such risks cannot be eliminated, even with the use of safety equipment, adherence to rules, or the presence of guides or staff. I knowingly and voluntarily assume all risks associated with the Activities, whether such risks are known or unknown, anticipated or unanticipated, and whether arising from the use of the Products, the actions or inactions of myself or others, environmental or terrain conditions, mechanical failure, or any other cause.

I understand that I may be participating as an operator or as a passenger, and I accept all risks associated with both roles. I further understand that, in guided tours, I am responsible for following all instructions provided, but that such instructions do not eliminate the risks inherent in the Activities. I acknowledge that my participation in the Activities is entirely voluntary, and I choose to participate with full knowledge of the risks involved. I acknowledge that I am solely responsible for my own safety and decision-making during the Activities, including during guided tours, and that I am not relying on the Released Parties to control or guarantee the safety of my participation.

1. Rules of Participation and Safety Compliance

I agree to read, understand, and comply with all rules, instructions, and safety requirements provided by Lossing's Power Sports, including those contained in any separate safety checklist or briefing provided to me. I agree to operate or participate in the Activities in a safe and responsible manner at all times, taking into account my experience level, the conditions, and the capabilities of the Products.

I agree to follow all instructions provided by employees, agents, or guides of Lossing's Power Sports, including instructions related to operation, speed, spacing, route selection, and safe use of the Products. I agree to operate the Products only in designated and permitted areas and to comply with all applicable laws, regulations, and trail rules. I understand that failure to follow these rules, instructions, or safety requirements may increase the risk of injury or damage and may result in termination of my participation in the Activities without refund.

I agree not to operate the Products on unauthorized roads, private property, or areas not designated for use.

2. No Alcohol or Drug Use

I agree that I will not operate any Product while under the influence of alcohol, drugs, or any substance that may impair my ability to safely operate or participate in the Activities. I further agree that I will not participate in the Activities, whether as an operator or passenger, while impaired by alcohol, drugs, or any other substance. I understand that Lossing's Power Sports reserves the right to refuse or terminate my participation in the Activities if it determines, in its sole discretion, that I may be under the influence or otherwise impaired, and that no refund will be provided in such circumstances.

3. Waiver and Release of Liability

In consideration for being allowed to participate in the Activities and to use the Products, I, on behalf of myself, my heirs, assigns, personal representatives, and next of kin, hereby voluntarily agree to release, waive, discharge, and covenant not to sue Lossing Incorporated, Ltd., doing business as Lossing's Power Sports, its owners, officers, employees, agents, advisors, representatives, affiliates, successors, and assigns (collectively, the "Released Parties") from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind, whether known or unknown, arising out of or related to my participation in the Activities or use of the Products.

This release includes, but is not limited to, claims arising from personal injury, death, or property damage, INCLUDING, WITHOUT LIMITATION, CLAIMS ARISING FROM THE NEGLIGENCE OF THE RELEASED PARTIES, to the fullest extent permitted by the laws of the State of Minnesota. I understand and agree that this Waiver is intended to be as broad and inclusive as permitted by Minnesota law and that, if any portion is held invalid,



the remaining portions shall continue in full force and effect.

4. Release of Unknown Claims

I understand and agree that this Waiver applies to all claims, whether known or unknown, suspected or unsuspected, arising out of or related to my participation in the Activities or use of the Products. I expressly acknowledge that I may later discover claims or facts different from or in addition to those which I now know or believe to be true, and I agree that this Waiver shall remain effective in all respects notwithstanding such discovery. I expressly waive any rights or protections that may limit the effect of this release to only those claims known or suspected at the time of signing this Waiver, to the fullest extent permitted by the laws of the State of Minnesota.

5. Indemnification

I agree to indemnify, defend, and hold harmless the Released Parties from and against any and all claims, demands, causes of action, damages, losses, liabilities, costs, and expenses (including attorneys' fees) arising out of or related to my participation in the Activities or use of the Products.

This obligation includes, but is not limited to, claims brought by third parties arising from my actions or omissions, my operation or use of the Products, my failure to follow instructions or rules, or my violation of any applicable laws or regulations. I further agree to indemnify the Released Parties for any claims arising from injury, damage, or loss caused to other participants, passengers, or third parties as a result of my conduct.

6. Responsibility for Other Operators and Passengers

I understand and agree that I am responsible for any person to whom I allow access to or use of the Products, including any additional operators or passengers. I agree that I will not permit any person to operate or ride in or on the Products unless such person has read, understood, and signed a Waiver and Release of Liability and safety checklist prior to participating in the Activities. I acknowledge that I am responsible for ensuring that all passengers are capable of safely participating in the Activities and comply with all rules, instructions, and safety requirements. I agree that any use of the Products by another person with my permission shall be deemed to be my use, and I accept full responsibility for any claims, damages, or liabilities arising from such use.

7. No Representations or Warranties

I understand and agree that the Released Parties make no representations or warranties, express or implied, regarding the safety, condition, or suitability of the Products or the Activities. I acknowledge that trail conditions, terrain, weather, and other environmental factors are variable and unpredictable, and that no guarantees have been made regarding the safety of any route, area, or conditions. I further acknowledge that the Products may be subject to mechanical issues or failure, and I accept all risks associated with the condition and operation of the Products.

8. Entire Agreement; Severability; Governing Law; Venue

I understand and agree that this Waiver constitutes the entire agreement between myself and the Released Parties with respect to the subject matter hereof and supersedes any prior or contemporaneous agreements, representations, or understandings, whether written or oral.

I further agree that if any provision of this Waiver is found to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect. This Waiver shall be governed by and construed in accordance with the laws of the State of Minnesota. I agree that any legal action or proceeding arising out of or related to this Waiver, the Activities, or the use of the Products shall be brought exclusively in a court of competent jurisdiction located in St. Louis County, Minnesota.

9. Image and Marketing Release

I grant permission to Lossing's Power Sports to photograph, record, or otherwise capture my image, likeness, voice, and participation in the Activities. I authorize Lossing's Power Sports to use such photographs, video recordings, or other media for promotional, advertising, marketing, or other lawful business purposes, in any format or media now known or later developed, without compensation to me, including sharing such materials with business partners for promotional purposes. I understand that such materials may be used in print, digital, or online formats, including websites and social media. I agree that all such images and recordings shall be the sole property of Lossing's Power Sports and that I have no right to inspect or approve their use. I consent to be contacted by Lossing's Power Sports for marketing or promotional purposes.

10. Damage to Products and Responsibility for Loss

I understand and agree that I am fully responsible for any damage to the Products while they are in my possession, custody, or control, including any damage caused by my operation or use of the Products. I agree that I am responsible for any damage to the Products, as well as any damage caused by the Products to other property or persons, resulting from my use or operation of the Products. I understand and agree that I am financially responsible for the cost of repair or replacement of the Products, as well as any related costs, including but not limited to loss of use, recovery, towing, and administrative expenses, to the extent permitted by law.

11. Acknowledgment of Understanding and Voluntary Execution

I acknowledge that I have carefully read this Waiver and fully understand its terms. I understand that by signing this Waiver, I am giving up substantial legal rights, including the right to sue. I acknowledge that I am signing this Waiver freely and voluntarily, without any inducement, assurance, or guarantee, and that my signature is intended to be a complete and unconditional release of liability to the fullest extent permitted by the laws of the State of Minnesota. I understand that if I have any questions regarding this Waiver, I have had the opportunity to ask such questions and have them answered to my satisfaction prior to signing.

Participant Information and Signature

Printed Name: _____

Signature: _____

Date: _____

I am signing as (check one):

Operator Passenger

Email Address: _____

Parent or Legal Guardian (Required if Participant is Under 18)

Printed Name: _____

I certify that I am the parent or legal guardian of above

Printed Name: _____

Signature: _____

Date: _____

-----Emergency Contact Information (optional)-----

Name: _____

Relationship: _____

Phone Number: _____