



Side x Side - Snowmobile Rentals & Guided Tours – Terms & Conditions

Initials **Your safety and the protection of Minnesota’s trail system is our top priority!**

- _____ **Operator:** Operator must be 18+ and sign (1) Waiver and Release of Liability (2) Safety Checklist (3) Rental Terms and Conditions (4) Provide a Valid Driver’s License
- _____ **Passenger:** Any passenger, or their parent or legal guardian, must sign the Waiver and Release of Liability. No individual may participate as a passenger without a signed waiver. The operator agrees to ensure that only passengers with a signed waiver ride in the rental unit.
- _____ **GPS Monitoring:** Units are equipped with GPS tracking devices. GPS data may be monitored for safety, recovery, trail compliance, and enforcement of geographic restrictions.
- _____ **Fuel:** Unless otherwise arranged under a prepaid fuel option, the rental begins with a full tank and must be returned full. Units require 91 octane gasoline. Failure to return the unit full will result in a refueling charge of \$6.95 per gallon to cover fuel and service time.
- _____ **Trail Use & Geographic Limits:** Operator agrees to operate only on marked and approved trail systems. Snowmobile trails in Minnesota are marked with orange diamond signs. Trail maps are provided to all participants. Machines must remain within 65 trail miles of Babbitt unless prior written approval is obtained. Off-trail riding is strictly prohibited. Operation in wetlands or environmentally sensitive areas is prohibited. Renter is responsible for any fines, citations, environmental damage, or recovery costs resulting from violations.
- _____ **Insurance & Financial Responsibility:** The rental or guided tour does not include insurance coverage for damage to the rental unit or for damage to other persons or property arising from operation of the unit. Lossing’s commercial insurance does not provide coverage for renter-caused damage to the unit. The renter assumes full financial responsibility for all such damage. New snowmobiles cost approximately \$10,000–\$13,000 and Side by Sides cost \$17,000–\$34,000. Renters are encouraged to confirm potential coverage through personal auto, homeowner’s, umbrella, or credit card insurance policies.
- _____ **Repair Costs & Damage Authorization:** If the rental unit is damaged during the rental period, renter is responsible for all repair costs, including parts and labor. This applies regardless of fault, including incidents involving third parties. Damage estimates may be prepared upon return or within two (2) business days. Renter authorizes Lossing’s to charge the credit card on file for estimated damages and related fees.
- _____ **Recovery Fees:** Lossing’s charges a recovery fee for any vehicle that is crashed, stuck, submerged, abandoned, or otherwise requires trail recovery, except in the case of verified mechanical breakdown not caused by misuse. The minimum recovery fee is \$150. Recovery labor will be billed at the current posted Shop Labor Rate for each employee involved, plus any applicable equipment or transportation costs.
- _____ **Certificates & Legal Compliance:** Minnesota law requires a snowmobile safety certificate for Minnesota residents born after December 31, 1976. An ATV safety certificate is required for UTV riders born after July 1, 1987. The operator is solely responsible for obtaining and presenting required certification to the Minnesota DNR or law enforcement if requested.
- _____ **Regulations:** Renter acknowledges that access to Minnesota Department of Natural Resources snowmobile and off-road vehicle regulations has been provided and agrees to comply with all applicable laws.
- _____ **Multi-Day Rentals:** Side by Side Rentals cannot be operated past 7:00pm on overnights. This is due to requirements outside of our control. GPS Monitors can alert staff if machines are started/operated and reservation will be cancelled. Additionally, customer must notify at Checkout the location of overnight address.
- _____ **Late Returns:** Rentals are due between 4:30 PM and 4:45 PM unless otherwise agreed. Returns more than 15 minutes past the scheduled time will incur a \$50 per hour late fee per machine. Late fees may be waived at Lossing’s sole discretion in the case of documented mechanical or safety-related delays.

Signature

Printed First and Last Name

Date