



**WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT**

**YOU MUST READ, SIGN AND INITIAL THIS AGREEMENT BEFORE OPERATING, RIDING OR USING A SNOWMOBILE OR ANY OTHER PRODUCT AS A PARTICIPATOR ON A TOTALLYAMAHA RIDE. IT RELEASES PARTICIPATING ENTITIES FROM LIABILITY TO YOU ARISING FROM YOUR USE OF THE SNOWMOBILE OR VEHICLE ON A TOTALLYAMAHA RIDE.**

In consideration for and as an express condition of operating, riding, or using a snowmobile on a Totallyyamaha ride, I agree and acknowledge as follows:

\_\_\_\_\_ (INITIAL)  
This Waiver, Release, Indemnity, and Hold Harmless Agreement releases, Totallyyamaha, and each of their related, constituent, or affiliated entities including each of their directors, officers, moderators, administrators, share-holders, agents, dealers, and employees ("RELEASEES") from any liability relating to my use, ride or operation of a snowmobile or any other product during this activity ("VEHICLE").

\_\_\_\_\_ (INITIAL)  
I have been informed of applicable regulations, rules and procedures that are required to be followed while partaking in a Totallyyamaha event. I know that VEHICLE operation can be dangerous which exposes me to serious personal injury or death. However, I want to operate, ride or use the VEHICLE for my own needs, reasons and desires and therefore choose to participate at my own risk.

\_\_\_\_\_ (INITIAL)  
I acknowledge and state that I am either sixteen (16) years of age or older or hold a valid snowmobile safety card. Persons under the age of eighteen (18) must have parent or guardian sign below.

\_\_\_\_\_ (INITIAL)  
I agree to waive any claim or cause of action which I may now have or may have in the future against RELEASEES, by reason of any injury, damage or other losses I may sustain arising out of my use, ride or operation of the VEHICLE. I further agree to release, discharge, indemnify, defend and hold each and all of said RELEASEES harmless from and against any and all claims, causes of action, demands or charges of any nature, including but not limited to claims with respect to the design, manufacture, assembly, preparation, repair or maintenance of the VEHICLE, or with respect to the conditions, qualifications, instructions, rules or procedures under which the use of the VEHICLE is permitted or conducted, or from any other cause, which any party may claim to have or hold for property damage or personal injuries, including injury or death, arising out of my use, ride or operation of my own or any other participants VEHICLE while participating in this activity even if caused in whole or in part by the RELEASEE whether due to negligence or not, on behalf of myself, spouse, heirs, agents, representatives or employer. I represent, state and warrant that I have general liability insurance that covers my use, ride or operation of the VEHICLE.

\_\_\_\_\_ (INITIAL)  
I agree to wear all recommended protective apparel and to operate the VEHICLE according to all applicable laws. I have also received verbal instruction regarding use of the VEHICLE while participating on a Totallyyamaha event. I have experience with use of this VEHICLE.

\_\_\_\_\_ (INITIAL)  
I agree to not operate any VEHICLE under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment. I have no physical or mental disability that interferes with operation of the VEHICLE.

\_\_\_\_\_ (INITIAL)  
I hereby agree not to sue RELEASEES for any injuries or damages of any kind including those caused by or resulting from acts of negligence, design, manufacturing, or assembly defects in the VEHICLE. I understand that this entire agreement shall be binding upon my heirs, executors, administrators and assigns.

\_\_\_\_\_ (INITIAL)

