



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 Totallyamaha ride, I agree and acknowledge as follows:

_____ (INITIAL)
This Waiver, Release, Indemnity, and Hold Harmless Agreement releases, Totallyamaha, 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 Totallyamaha 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 Totallyamaha 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)

I irrevocably consent to and authorize RELEASEES to use my name and likeness in any photos, video, or other reproduction of me while using the VEHICLE during a Totallyamaha event and RELEASEES may keep all film or prints of me, for any reason and without compensation.

_____ (INITIAL)

I understand that there are inherent risks in operating, riding or using the VEHICLE. I acknowledge that I am freely and expressly assuming and accepting any and all risks of personal injury or death, and property damage including those caused by the negligence of RELEASEES and/or any design, manufacturing or assembly defects in the VEHICLE. I also understand that if any part of this agreement is determined to be unenforceable, all other parts will be given full force and effect.

_____ (INITIAL)

IN CONSIDERATION FOR OPERATING, RIDING, OR USING THE VEHICLE, I AGREE TO SIGN BELOW. I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND AND AGREE TO THE CONTENTS.

Date: _____ Print Name: _____

Signature: _____ Emergency Contact Name and Phone Number: _____

WAIVER, RELEASE AND HOLD HARMLESS AGREEMENT VALID FOR THE WINTER SEASON OF: _____

PARENT OR GUARDIAN PERMISSION

In consideration for my 16-17 year old child or ward being allowed to participate in this activity with Totallyamaha, I agree and represent that I am the parent or legal guardian of the above rider and give permission for the minor child or ward to use, ride or operate a VEHICLE, and agree on behalf of the minor, myself and my spouse, heirs, minor's heirs, and legal representatives, to the terms of the above Waiver, Release, Indemnity and Hold Harmless Agreement.

IF PARTICIPANT IS 16-17 YEARS OLD, PARENT MUST SIGN Signature: _____

Last Name: _____ First Name: _____

Address: _____ City: _____ State: _____ Zip Code: _____

Phone Number: () _____ DOB: _____ Driver's License No.:

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E-mail Address (I give permission for Totallyamaha to contact me via e-mail): _____