

MYSTIC TRAILS RENTALS - - RELEASE/WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

In consideration of the services of Mystic Rentals, LLC, dba Mystic Trails Rentals, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf, I hereby agree to release, indemnify, and discharge Mystic Rentals, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

I acknowledge that I have been fully informed of the inherent hazards and risks associated with snowmobile and ATV rental activities. I fully understand that these risks can lead to severe injury and even loss of life. I understand that snowmobile and ATV operations may be conducted at a site that is remote from competent medical assistance; nevertheless, I choose to proceed even in the absence of competent medical assistance. Additionally, I understand that there are also risks associated with snowmobile and ATV usage, including, but not limited to possible injury or loss of life as a result of a snowmobile or ATV accident. **Despite the potential hazards and dangers associated with the activity of snowmobile and ATV riding, I wish to proceed and I freely accept and expressly assume all risk, dangers and hazards that may arise from snowmobile and ATV activities which could result in personal injury, loss of life, and property damage to myself, to property or to third parties.**

I hereby voluntarily release, forever discharge and agree to indemnify and hold harmless Mystic Rentals, their officers, directors, employees, representatives, agents and volunteers from liability and responsibility, whatsoever, for any claims or causes of action that I, my estate, heirs, executors, or assigns may have for personal injury, property damage or wrongful death arising from snowmobile and ATV rental/outfitter activities whether caused by active or passive negligence of Mystic Rentals or otherwise. By executing this document, I agree to hold harmless for any injury or loss of life that may occur to me during snowmobile and ATV rental/outfitter activities.

By entering into this agreement, I am not relying on any oral or written representation or statements made by Mystic Rentals, other than what is set forth in this agreement. I certify that I have adequate insurance to cover any injury or damage that I or my minor child may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I have no knowledge of any physical or mental condition that would prevent myself or my minor child from participating in these activities and am willing to assume the risk of any medical or physical condition I or my minor child may have.

If any provision of this release is found to be unenforceable or invalid, that provision that be severed from this contract. The remainder of this contract will then be construed as though the unenforceable provision had never been contained in this document. I hereby declare that I am of legal age and am competent to sign this Agreement or, if not, that my parent or legal guardian shall sign on my behalf, and that my parent or legal guardian is in complete understanding and in concurrence with this agreement.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Mystic Trails or any employee on the basis of any claim from which I have released then herein. I also agree to abide by the laws of the state, the county, the Black Hills National Forest Service and all governing bodies. I have had sufficient opportunity to read this entire document, have read and understood it, and I agree to be bound by its terms.

I understand insurance is not provided. I agree to pay for loss and/or damage to equipment
 I agree to stay on marked trails If due to negligence, I agree to pay a retrieval fee of \$150.00.
 I agree to rental by 4:30 pm or be charged \$50 per half hour

Print Name _____ Signature _____ Date _____

Billing Address _____ City _____ State _____ Zip _____

E-Mail Address _____ Phone _____ DOB: ____/____/____

Drivers License # _____

Credit Card # _____ Expiration _____ CVC# _____

Parental or Guardian Additional Information (Must be completed for participants under the age of 18).

In consideration of _____ ("Minor") Being permitted by Mystic Rentals to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless Mystic Rentals from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor

Signature of parent or Guardian _____

Print Name _____

Equipment Rental Information

Date _____

Machine Type: _____

Machine #: _____

Helmet _____

Jacket _____

Bibs _____

Boots _____

Misc _____

Damage _____

Retrieval Fee _____

Late Charge (\$50 per 1/2 hour) _____