

# **Sunlight Mountain Resort – Snowmobile Tours Agreement and Release**

## **2024/2025**

### **RELEASE AND WAIVER OF RIGHTS**

**PLEASE READ CAREFULLY BEFORE SIGNING.**

**THIS IS A RELEASE OF LIABILITY AND WAIVER OF LEGAL RIGHTS.**

1. In consideration of being able to use Sunlight (as defined below)'s area, facilities, and/or services, I hereby agree to release and hold harmless Sunlight Snowmobile Tours, LLC, Sunlight Inc., d/b/a Sunlight Mountain Resort and all of their affiliated organizations, divisions, and related companies, and its respective insurance carriers, agents, employees, volunteers, representatives, assignees, members, managers, officers, and directors (collectively referred to in this Release as "Sunlight") for any and all liability and/or claims for injury or death or damage to property arising in any way from any activity on the premises of Sunlight or during an activity run or sponsored by Sunlight off the premises. Reference to activity or activities in this Release include, but are not limited to, snowmobiling; snowmobile touring; skiing; snowboarding; ski jumping; nordic skiing; tubing; snow biking; telemark skiing; riding, loading, and unloading the lifts; walking; hiking; snowcat skiing; and all other activities on Sunlight's premises, or off the premises that are run or sponsored by Sunlight.

2. **I agree to not sue or bring any claim against Sunlight on any basis, including but not limited to, claims of negligence, premises liability, wrongful death, or breach of warranty. I understand that this Release includes a release of all claims even if they involve the negligent action or inactions of Sunlight.**

3. I acknowledge that any activities at Sunlight involve both known and unknown risks. The known risks include, but are not limited to:

snowmobile collisions, hits, and rollovers; falling; equipment failure; improper use of equipment; equipment malfunction; slipping; natural and manmade hazards; uneven and/or slippery surfaces; collisions with natural objects; collisions with manmade objects; collisions with other people; my condition; surface and subsurface snow conditions; bumps; moguls; jumps; ski jumping; ice; variations in terrain; cliffs; downed timber; stumps; plants and trees; tree wells; forest growth; rocks; debris; marked and unmarked obstacles; lift towers; snowmaking equipment; terrain park features and elements; poor visibility; encounters with snowmobiles, snow-grooming equipment, and/or other motor vehicles; lift loading, unloading, entanglement, riding, and falls from lifts; adverse weather; avalanches; snow immersion; limited access to and/or delay of medical attention; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude sickness; frostbite; animals; criminal activities; contracting an infectious disease; and negligence of others.

I understand that the description of risks above is not complete and that the activities may be dangerous and include other risks. I voluntarily assume all risks of injury and/or death.

4. I agree that I will be personally liable for and will pay all reasonable attorneys' fees and costs incurred by Sunlight in defending any lawsuits or claims covered by this Release or any activity of mine with Sunlight. I agree that under no circumstances will Sunlight ever be responsible for any of my attorneys' fees.

5. I consent to the uncompensated use of my image or voice in any photographs, video, film, and sound recordings by Sunlight for the purpose of publicizing or documenting the Activities or for any other related purpose.

6. I authorize Sunlight to call for medical care and/or transport me if in the opinion of its personnel such care is needed, and I will pay all costs associated with medical care and related transport, and release, defend, and indemnify Sunlight for any costs incurred from such medical care and transport, and any claims regarding medical care and/or transport (including claims regarding failure to provide medical care and/or transport).

7. I agree that this Release covers all activities and each and every time I am at Sunlight or doing any activity run or sponsored by Sunlight, without requiring me to sign another form for each new day or activity.

8. I agree to fully defend, indemnify, and hold harmless Sunlight from any lawsuits or claims brought by any third persons that involved, in any manner, my actions or inactions.
9. By signing this, I represent that I am at least 18 years of age, or, that my parent or legal guardian is also signing this document along with me. If I am signing as the parent or legal guardian, I represent that I am the legal parent or legal guardian of the minor participant.
10. If I am signing as the parent or guardian, I agree that I am signing this on behalf of the minor. I further agree that both I and the minor are bound by all the terms of this Release, and both I and the minor are considered "I" in all the clauses of this Release.
11. I agree that any and all claims for injury or death against Sunlight or related to this Release in any way shall be governed by Colorado law, and the exclusive jurisdiction and venue of any such claim shall be in Garfield County District or County Court, or the Federal Court for the State of Colorado, Wayne Aspinall Courthouse, Grand Junction, Colorado.
12. This Release is binding to the fullest extent permitted by law. If any provision of this Release is found to be unenforceable, the remaining terms shall remain enforceable. I agree that this Release shall be binding upon my assignees, subrogees, heirs, next of kin, executors, and personal representatives. And, I agree that they cannot bring any claim or action against Sunlight, and in such circumstances they are also considered "I" in all the clauses of this Release.
13. I agree I will follow all snowmobile Operating Safety Instructions.
- 14. I have read and fully understand the terms of this Release. I confirm that I voluntarily agree to the terms of this Release and I voluntarily agree to participate in the activities.**

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Printed Name of Participant      Date of Birth      Signature of Participant OR Parent/Legal Guardian      Date

### **Snowmobile Operating Safety Instructions**

1. Always operate the snowmobile in a safe manner.
2. Snow conditions change daily, and it is impossible to identify all hazards.
3. Stay on the right side when traveling on trails.
4. Use extreme caution around other snowmobiles, trees, fences, rocks and other hazards.
5. Snowmobiles slide on snow and ice. Allow plenty of room to stop.
6. When approaching a corner, slow down and stay to the right side of the trail.
7. Raise your hand above your head to signal slowing or stopping on the trail.
8. Control the speed of the snowmobile when going downhill by pumping the brakes.
9. Stop the engine by pressing the red 'kill' switch.
10. Use your weight to help control the snowmobile. When turning, shift your weight in the direction you wish to turn the snowmobile. When side-hilling, shift your weight to the uphill side of the snowmobile.
11. If you should get the snowmobile stuck, turn off the engine and wait for the guide's return to help you. Do not try to lift or pull on a stuck snowmobile. Do not leave the snowmobile. The guide will help you.
12. You will be traveling at elevations of 8,000 to 11,000 feet. The air is thinner at higher elevations so take it easy.
13. Helmets are required while riding a snowmobile.

14. When two people ride double, snowmobiles are somewhat harder to handle. Steering may be more difficult.
15. Do not jump the snowmobiles. Slow down when approaching bumps. Jumping will terminate the tour.
16. Please follow the instructions of your guide. They are interested in your safety and that of everyone in the group. If anyone conducts themselves in a manner that endangers themselves or others, the guide can terminate that person's tour without a refund.
17. Dress properly for the conditions. Remember, you can always take off layers if you get too warm.
18. Legal Guardians must sign for children under the age of 18. Children under 18 must be under the direct supervision of their Legal Guardian(s).
19. Insurance will not cover any damage to the snowmobile while in your care and you will be responsible for any damage. Damage will be charged at list price for parts and shop labor rates.
20. Check the following items to be sure they operate properly: the red kill switch, head light, and steering. If any of these items are not functioning, please let your guide know.

THE GUIDE WILL INSTRUCT YOU FURTHER ON THE OPERATION OF THE SNOWMOBILE BEFORE THE TOUR LEAVES. PLEASE ASK YOUR GUIDE ANYTIME YOU HAVE A QUESTION.