

Twin Pine Rentals Inc. (TPRI) Rental Agreement Form

Name: _____ Date _____

Address _____ City _____

State _____ Zip Code _____ Cell Phone _____

Telephone Number _____ Local Phone _____

E-mail Address _____

Driver License Number _____ State _____

Weight _____ Age _____ Height _____ Date of Birth _____

SKILL LEVEL: Beginner Intermediate Advanced Expert

I have watched the **safety video** provided by the New England Outdoor Center either on-line or at Twin Pines _____ **(Initial)**

1. Helmets **MUST BE WORN** at all times.
2. NO alcoholic beverages or drugs which may impair your ability to operate the snowmobile are to be consumed prior to or during your rental _____ **(Initial)**
3. I agree to accept, for use as is, the equipment listed on this form and accept full responsibility for the care of the equipment while in my possession.
4. I agree to pay the full retail value of any equipment rented under this form, that I do not return _____ **(initial)**
5. I understand that I am responsible, subject to the terms and conditions of this agreement, for the first **\$1000.00** of Collision Damage to the snowmobile. **THIS LIMITATIONS ON COLLISION DAMAGE APPLIES ONLY TO PHYSICAL DAMAGE TO THE SNOWMOBILE AND IS VOID IF CUSTOMER VIOLATES THE TERMS OF THIS AGREEMENT OR HAS HAD AN ACCIDENT ON A FROZEN BODY OF WATER. COLLISION DAMAGE DOES NOT COVER THEFT OR LIABILITY.** _____ **(Initial)**
6. I agree to return all rental equipment by the agreed date in a clean condition to avoid any additional charges. I agree to pay the extra rental fees for any equipment returned late. If you are going to trailer a sled, it must be returned clean or we will charge you for cleaning.
7. I agree to comply with the safety regulations attached and rules and regulations in the State of Maine for snowmobile use.

I have read the agreement page titled: Release Agreement and/or Participant Agreement, Release, and Acknowledgement of risk, which releases TRPI from liability, I voluntarily agree to the terms of the release agreement.

Signature _____ Date _____

*On completing this form, please save it and email back the filled in form to tpr@neoc.com. As long as you email it to us, you don't need to worry about printing it and bringing it with you. We will have it ready for you.

Twin Pine Rentals Inc. Snowmobile Release Agreement

PARTICIPANT AGREEMENT, RELEASE AND ACKNOWLEDGEMENT OF RISK 2020 updated 10/2019

In consideration of the services of Twin Pine Rentals Inc, their agents including New England Outdoor Center, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TPRI" or "NEOC". I hereby agree to release and discharge TPRI and NEOC, on behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. Operating a snowmobile and participation in a snowmobile guided tour both entail known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

The risks include, among other things: riding on uneven snow covered terrain, changing snow conditions and variations in elevations; loss of control of the snowmobile; falls from snowmobile; being run over by a snowmobile; collision with other snowmobiles, participants, trees, rocks, and other man made or natural obstacles; exposure to the elements, extreme temperatures, inclement weather, hypothermia and frostbite; encounters with animals and wildlife; getting lost; accidental immersion in cold water; mechanical and/or equipment problems; and unavailability of immediate attention and rescue in case of accident, illness, or injury.

Furthermore, TPRI or NEOC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

3. I hereby voluntarily release, forever discharge, covenant not to sue and agree to indemnify and hold harmless TPRI, NEOC, Katahdin Timberlands LLC, South Twin Inc. DBA 5 Lakes Lodge from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TPRI's and NEOC's equipment or facilities, **including any such claims which allege negligent acts or omissions of TPRI or NEOC.**

4. Should TPRI or NEOC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

5. I certify that I have adequate insurance to cover any injury or damage I 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 medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume – and bear the cost of – all risks that may be created, directly or indirectly, by any such condition.

6. In the event that I file a lawsuit against TPRI or NEOC, I agree to do so solely in the state of Maine, and I further agree that the substantive law of Maine shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

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 TPRI and NEOC on the basis of any claim from which I have released them herein.

**I have had sufficient opportunity to read this entire document.
I have read and understood it, and I agree to be bound by its terms.**

Signature of Participant _____ **Print Name** _____
(To be signed in person on arrival *)

Complete Address _____

Phone _____ **Email** _____ **Date** _____

Name and number of who to contact in case of emergency _____

Parents or Guardian's Additional Indemnification

(Must be completed for participants under the age of 18)

In consideration of _____ (print minors name) ("Minor") being permitted by TPRI and NEOC to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TPRI and NEOC from any and all claims which are brought by, or on behalf of minor, and are in any way connected with such use or participation by minor.

Parent or Guardian: _____ **Print Name:** _____ **Date:** _____