

# 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](mailto: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.

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

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

1. I acknowledge that my participation in guided snowmobile tours and snowmobile activities entails known and unanticipated risks that 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 the snowmobile; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; snowmobiles are slippery when wet and accident can occur while getting on and off; pinches, bruises, abrasions, strains, burns, cuts and lacerations; major injuries are a risk as are musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; the negligence of participants, or other persons who may be present; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; exposure to temperature and weather extremes which could cause hypothermia, frostbite, frostnip, hypoxia, sunburn, or dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; transmissible pathogen or disease; further, passengers can be thrown off the machine which can result in any of the above events occurring; equipment failure; accidents or illness can occur in remote places without medical facilities; my own physical condition, and the physical exertion associated with this activity.

Furthermore, TPR personnel 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. I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TPR 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 TPR's equipment or facilities, **including any such claims which allege negligent acts or omissions of TPR.**
4. Should TPR 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 am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against TPR, I agree to do so solely in the state of Maine, and I further agree that the substantive law of that state 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 TPR on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at TPR. 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.**

Print Name \_\_\_\_\_ DOB \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_  
Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

### PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18)

In consideration of the following minor(s): (print name(s)) \_\_\_\_\_  
being permitted by TPR to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless TPR from any and all claims which are brought by, or on behalf of minor(s), and which are in any way connected with such use or participation by minor(s). Minor(s) DOB(s) \_\_\_\_\_

Parent or Guardian: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: \_\_\_\_\_

# Safety Measures

- 1** Use extreme caution when traveling on plowed roads that are used by both snowmobiles and vehicles.
- 2** Throttle mechanism should be checked for free movement before starting engine
- 3** The snowmobile engine can be stopped by activating the emergency cut-off button (kill switch) pulling the tether cord or turning the key off.
- 4** Engine should be running only when belt guard is secured in place.
- 5** Never run the engine when the track is raised off the ground or with the hood opened or removed.
- 6** Your snowmobile is not designed to be operated on public streets, roads or highways. In Maine it is considered illegal. If a marked trail crosses a road then it is allowed. Please stop and look both ways and use caution when crossing.
- 7** Engine is tuned to manufacturers' specifications and should not need to be adjusted by the rider. Do not lubricate throttle, brake cables and housings.
- 8** Some snowmobiles are designed for the driver only (one-ups) and no provisions have been made for a passenger. Two ups are designed for two riders and no more.
- 9** Make yourself familiar with trail signs and hand signals and obey these signs signals on the trails.
- 10** AVOID travel on frozen bodies of water. Open water, rocks and pressure ridges are just a few of the additional dangers of traveling on frozen bodies of water.
- 11** Signaling: If you intend to stop, raise either hand straight in the air above your head. A left hand turn is indicated by extending your left arm straight out in the proper direction. For right hand turns, extend arm and raise the hand to a vertical position so it forms a right angle at the elbow. Every snowmobiler should relay any signals to the ones behind.

***Please read and sign below that you fully understand these safety measures.***

(We will now go through a verbal safety talk and demonstration of how to safely ride and use a snowmobile.)

**Signature** \_\_\_\_\_

**Date** \_\_\_\_\_