

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Nemo Mountain Adventures LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "NMA"), I hereby agree to release, indemnify, and discharge NMA, 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 UTV Activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or 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: the possibility of rough terrain; passengers can be jolted, jarred, bounced around, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; riding on uneven snow covered terrain, changing snow conditions and variations in elevations; loss of control of the equipment; major injuries are a risk as are sprains, strains, scratches, bruises, abrasions, cuts, lacerations, broken bones, fractures, musculoskeletal injuries including head, neck, and back injuries; injuries to internal organs; loss of fingers or other appendages; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, heat stroke, sunburn, frostbite, frost nip, dehydration; and exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the negligence of participants, or other persons who may be present; travel in remote areas; steepness of slopes; further, passengers can be thrown off the vehicle which can result in any of the above events occurring; collision with fixed or movable objects; collisions, and flipping over; transmissible pathogen or disease; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; the machine itself may fail; and accidents can occur getting in, out, on or off; traveling to and from activity locations raises the possibility of any manner of transportation accidents; additionally, fatigue, chill and/or dizziness may diminish my/our reaction time and increase the risk of an accident.

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 NMA 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 NMA's equipment or facilities, **including any such claims which allege negligent acts or omissions of NMA.**
4. Should NMA 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 NMA, I agree to do so solely in the state of South Dakota, 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 NMA 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 NMA. 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) and DOB(s)) _____

_____ being permitted by NMA to participate in its activities and to use its equipment and facilities, I further agree to indemnify and hold harmless NMA 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).

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

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by Nemo Mountain Adventures LLC, (hereinafter collectively referred to as “NMA”), that I should wear a properly fitted and secured DOT and/or or SNELL certified helmet while riding or being around all-terrain vehicles (“ATV’s, & UTV’s,”) or off-highway vehicles (“OHV’s”) (whether on the premises or off of the NMA’s premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers’ requirements and putting myself at an increased risk for injuries, and against the advice of NMA and numerous court cases, I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear, and I cannot sign on their behalf to waive the requirement.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Signature of Rider

Date