

SNO-GO SKI BIKE RENTAL & DEMO WAIVER

I promise to return the rented SNO-GO equipment clean and undamaged by the agreed time and date during the rental or demo event. I will pay for any repair, cleaning or replacement at the full retail rate as well as for the full rental value of any additional time or days beyond the agreed return date and time. I am aware of the costs for repairs, replacement and additional rental time.

I understand how this equipment works and have received satisfactory instructions. I agree to check this equipment thoroughly before each use. If, at any time, the equipment does not seem to be working properly, I will stop using it immediately and return it for inspection. **I will not change, adjust or modify the equipment.**

1. I understand that using the SNO-GO and related activities (hereafter "SNOW SPORTS") are HAZARDOUS and that injuries are common and ordinary occurrences during these activities. I understand that injuries resulting from SNOW SPORTS range from minor to serious, up to and including death. I EXPRESSLY AGREE TO ASSUME ALL RISKS of INJURY or DEATH while using this equipment or participating in SNOW SPORTS, including **NEGLIGENCE** of others. I understand that a helmet designed for SNOW SPORTS use may reduce the risk of some types of injuries to the user at slow speeds, but that serious injury or death can result from both low and high energy impacts, even when a helmet is worn, and that a helmet must be properly fitted and worn with the strap buckled in order to be effective. I understand that many risks of SNOW SPORTS may be reduced by taking lessons, by following "YOUR RESPONSIBILITY CODE" (summarized below) and by using reasonable care and common sense. I agree to use the provided leash at all times to prevent the equipment from running away.
2. I understand how to get on and off the chairlift with the SNO-GO equipment. I understand that while the SNO-GO is designed to balance on the chairlift so that it does not slip off, I also understand that events may occur that counteract the SNO-GO's balance. These events may be, but are not limited to: sudden stopping or starting of the chairlift or rocking of the chairlift. **I agree that while I am on the chairlift, I will firmly hold the SNO-GO on the chairlift at all times.** I also agree to use all safety equipment on the chairlift and that I will not do anything while on the chairlift to cause the SNO-GO to fall from the chairlift.
3. **To the fullest extent allowed by law, I hereby agree to FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS SNO-GO, SLI Holdings, LLC dba Wheel Sport, any affiliated entities and/or individuals, all manufacturers and distributors of the equipment and all of their officers, members, partners, employees, agents and property owners (collectively hereafter "COMPANY"), from any and all responsibility or liability for any injuries, damages or death resulting from my participation in SNOW SPORTS or use of the equipment rented with this agreement including any NEGLIGENCE of the COMPANY, breach of contract or product liability. I further agree that I WILL INDEMNIFY the COMPANY for all attorneys' fees, costs, or judgments incurred as a result of my participation in SNOW SPORTS, use of the equipment, or the breach of this agreement. I accept this equipment "AS IS" WITH NO WARRANTIES, express or implied.**
4. I hereby assign and grant to the Company the right and permission to use and publish photographs, films, video, sound recordings and/or other media images or recordings of myself, my name and likeness before, during and after my use of the SNO-GO equipment. I specifically waive any right to any compensation I may have to the foregoing and release the Company from any and all liability from such use and publication.

5. This document is the ENTIRE AGREEMENT regarding this transaction and is intended to provide a COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY which is binding upon all parties, their heirs, and assigns, but is not intended to release any claims that are prohibited by law. If any part of this agreement is held to be unenforceable, the remainder shall be given full force and effect. This waiver shall be governed by the laws of Washington State.

Seven Points to Your Responsibility Code

1. Always stay in control, and be able to stop or avoid other people or objects.
2. People ahead of you have the right of way. It is your responsibility to avoid them.
3. You must not stop where you obstruct a trail, or are not visible from above.
4. Whenever starting downhill or merging into a trail, look uphill and yield to others.
5. Always use devices to help prevent runaway equipment.
6. Observe all posted signs and warnings. Keep off closed trails and out of closed areas.
7. Prior to using any lift, you must have the knowledge and ability to load, ride and unload safely.

KNOW THE CODE: IT'S YOUR RESPONSIBILITY.

THIS IS A PARTIAL LIST.
BE SAFETY CONSCIOUS.

Name: _____

Signature: _____ Date: _____

Signature of guardian (for riders under 18): _____ Date: _____