



Snowmobile Rental Agreement - ALL YELLOW HIGHLIGHTED AREAS REQUIRED!

RENTER NAME				
CURRENT RESIDENCE			SO. SECURITY NO.	
CITY	STATE	ZIP	PHONE NO.	CELL NO.
DRIVERS LICENSE NO. ATTACH COPY		STATE	EXP. DATE	
ADDITIONAL DRIVER		SIGNATURE		
1.				
2.				

ALL SLEDS ARE BASED ON DAILY RENTAL	
TANDEM SLED - \$220 (DOUBLE RIDER)	<input type="checkbox"/>
STANDARD SLED 600CC - \$245	<input type="checkbox"/>
STANDARD SLED 800CC - \$290	<input type="checkbox"/>
PREMIUM SLED 800CC - \$390	<input type="checkbox"/>

CHECK OUT DATE	DUE IN DATE
	TIME OUT:
	TIME IN:
	DATE OF EXCHANGE

THE VEHICLE MAY ONLY BE DRIVEN IN THE STATE(S) OF: **WYOMING**

TOTAL TIME RENTED	DAYS	HOURS

Notes: Helmets come standard with ALL snowmobile rentals and must be picked up at the Saratoga Hot Springs Resort Front Desk!

R A T E S	DAYS	@	\$	PER DAY	\$
	SPECIAL	@	\$	PER DAY	\$
				SUB TOTAL	\$

We charge a 50% deposit at time of reservation. There is a 7 day cancellation policy for all rentals. If you cancel prior to 7 days, you will receive a full refund of your deposit. If you cancel within 7 days, you will forfeit your deposit.

VIP Guided Tour available at \$65 Per Person (Min. of 2 Sleds & Max of 6 Sleds Per Guide) (this comes with Lunch & Gear per person)

***ALL VIP Guided Tours need to be paid in FULL and have a 7 day cancellation policy.**

GEAR RENTAL	<input type="checkbox"/>
(Gear Rental is \$35 if you aren't doing a VIP)	\$
(Coat: \$15, Bibs: \$15, Boots: \$15)	
LUNCH	<input type="checkbox"/>
(Lunches are \$10 if you aren't doing a VIP)	\$
GASOLINE	<input type="checkbox"/>
(There will be a charge of \$8.00 per gallon if the machine is not refilled prior to return)	\$
SUB TOTAL	\$
DEPOSIT CREDIT (-)	\$

CREDIT CARD INFORMATION

VISA MC AMX DISCOVER

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

By signing below you acknowledge that you have been given an opportunity to read the Terms and Conditions before being asked to sign this Agreement. Your signature allows us to submit a credit card voucher in your name for all rental charges arising out of this transaction.

RENTER'S SIGNATURE **X.**

ADDITIONAL DRIVER'S SIGNATURE **X.**

TOTAL DUE	\$
CHECKED OUT BY	
CHECKED IN BY	
RENTER	X.

Snowmobile Vehicle Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter on the reverse, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means the independent business named on the reverse side of this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid driver's license and, is at least 25 years of age unless the age restriction is changed by us elsewhere in this Agreement. "Snowmobile" means the all terrain vehicle identified in this Agreement and any snowmobile we substitute for it, and all its tools, accessories, equipment, keys and vehicle documents. "Physical Damage" means damage to, or loss of, the snowmobile caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the snowmobile due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. "Loss of use" means the loss of our ability to use the snowmobile for any purpose due to damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date the snowmobile is damaged until it is repaired or replaced, times the daily rental rate.

2. Rental, Indemnity and Warranties. This is a contract for the rental of the snowmobile. We may repossess the snowmobile at your expense without notice to you, if the snowmobile is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the snowmobile. **We make no warranties, express, implied or apparent, regarding the snowmobile, no warranty of merchantability and no warranty that the snowmobile is fit for a particular purpose.**

3. Condition and Return of Snowmobile. You must return the snowmobile to our rental office or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the snowmobile is returned after closing hours, you remain responsible for the loss of and any damage to, the snowmobile until we inspect it upon our next opening for business. Service to the snowmobile or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels.

4. Responsibility for Snowmobile Damage or Loss. You are responsible for all damage to the snowmobile, including damage caused by weather, acts of God or terrain conditions. Do not attempt to tow snowmobile without proper instruction. You will be responsible for any damage done to snowmobile due to improper towing. You are responsible for the cost of repair or the actual cash retail value of the snowmobile on the date of the loss if the snowmobile is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the snowmobile, loss of use, diminished value of the snowmobile caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.

5. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the snowmobile. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required the law of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

6. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time for the period during that you keep the snowmobile. (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, at \$8.00 per gallon, if you return the snowmobile with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the snowmobile assessed against us or the snowmobile. (g) all expenses we incur in locating and recovering the snowmobile if you fail to return it or if we elect to repossess the snowmobile under the terms of this Agreement; a towing fee of \$500 for any snowmobile we have to recover for any reason other than mechanical breakdown. For example: snowmobile damage due to riding off trails including being stuck causing snowmobile damage. For example: snowmobile damage due to riding off trails including being stuck causing snowmobile damage. (h) \$100 for every hour a sled is returned past 5pm. (i) Shuttle fee; \$25 per vehicle up to 25 miles. More than 26 miles it is \$14 per 10 miles.

7. Insurance and Damage Options: *****

A) **Damage Insurance Option 1 Standard Sleds ONLY:** Insurance may be purchased for \$45 per sled per day. If insurance is purchased, your credit card will be charged a damage deposit/deductible of \$1000.00 per sled. In the event there is damage to the sled during the rental period, up to the first \$1000.00 of damage expenses will be retained from this damage deposit/deductible. If there is no damage, this amount will be credited back to the provided credit card upon return of an undamaged snowmobile. **If a rider is under 21 yrs. of age, they cannot opt for the Ins.**

Accept Decline _____
Initial Date

B) **Damage Insurance Option 2 - Premium Sleds ONLY:** Insurance may be purchased for \$45 per sled per day. If insurance is purchased, your credit card will be charged a damage deposit/deductible of \$2500.00 per sled. In the event there is damage to the sled during the rental period, up to the first \$2500.00 of damage expenses will be retained from this damage deposit/deductible. If there is no damage, this amount will be credited back to the provided credit card upon return of an undamaged snowmobile. **If a rider is under 21 yrs. of age, they cannot opt for the Ins.**

Accept Decline _____
Initial Date

C) *******No Damage Insurance Option:** Damage Deposit. A credit card will be charged in the amount of \$4000.00 (four thousand five hundred) prior to departing. **If the damage is beyond \$4000.00, you, the customer is responsible to pay for the total amount.** We will hold this amount until the snowmobile has been returned and inspected. This amount will be credited back to the provided credit card upon return of an undamaged snowmobile. The undersigned agrees to authorize Saratoga Hot Springs Resort to charge the credit card listed on the reverse for any and all damage for which he/she is responsible. This is the **only option** if a rider is **under the age of 21 yrs. of age**

8. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the snowmobile or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.

9. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the snowmobile and breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement.

10. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the snowmobile to our rental office for inspection and written amendment by us of the due-in date. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void.

Signature _____

Date _____

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of International Resort Properties, Inc. d.b.a. Saratoga Hot Springs Resort, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on behalf (hereinafter collectively referred to as "SHSR"), I hereby agree to release, indemnify, and discharge SHSR, 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 snowmobiling 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, collision with other snowmobiles, participants, trees, rocks, and other manmade or natural obstacles; pinches, bruises, abrasions, strains, cuts and lacerations; exhaustion; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; exposure to temperature and weather extremes which could cause hypothermia, sunburn, or dehydration; encounters with animals and wildlife; burns; equipment failure and mechanical and/or equipment problems; accidents or illness can occur in remote places without medical facilities; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, SHSR 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, and agree to indemnify and hold harmless SHSR from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity of my use of SHSR's equipment or facilities, **including any such claims which allege negligent acts or omissions of SHSR.**
- 4. Should SHSR 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 SHSR, I agree to do so solely in the state of Wyoming, 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 SHSR 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.

_____ Date: _____
Print Name **Date**

Signature of Participant

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

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

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



BREAKFAST ON THE TRAIL

NAME _____

DATE _____

BREAKFAST BURRITO: flour tortilla filled with scrambled eggs, peppers, onions, cheese, breakfast potatoes and your choice of meat. (CHOOSE 1, ADDITIONAL MEAT WILL BE \$2.50 EA)

___BACON ___SAUSAGE ___NO MEAT

EGG SANDWICH: scrambled eggs, cheddar cheese and choice of meat on a croissant.

(CHOOSE 1, ADDITIONAL MEAT WILL BE \$2.50 EA)

___BACON ___SAUSAGE ___NO MEAT

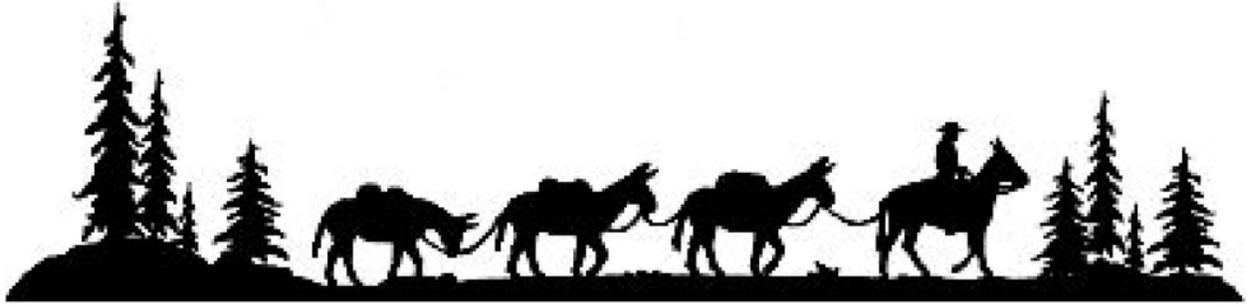
* Breakfast includes: fruit and beverage, (choice of: coffee, tea, juice, milk or soda pop)

DATE ORDERED

** ORDERS MUST BE PLACED WITH THE FRONT DESK BY 8PM THE NIGHT PRIOR TO THE DATE OF PICK UP. ANY ORDERS PLACED AFTER THAT TIME ARE SUBJECT TO A \$10 LABOR FEE.

ORDER TAKEN BY: _____

PAYMENT: CREDIT CARD | CASH | ROOM CHARGE | CHECK



LUNCH ON THE TRAIL

NAME (FIRST & LAST) _____

DATE LUNCH REQUESTED _____

ROOM # _____

BREAD

___ WHITE ___ WHEAT ___ CROISSANT ___ SOURDOUGH ___ TORTILLA

PROTEIN (CHOOSE 1, ADDITIONAL MEAT WILL BE \$2.50 EA)

___ HAM ___ TURKEY ___ BEEF ___ GRILLED CHICKEN

CHEESE (CHOOSE 1, ADDITIONAL CHEESE WILL BE \$1.00 EA)

___ SWISS ___ CHEDDAR ___ PEPPER JACK ___ NONE

* Lunches include a sandwich, lettuce & tomato on the side, condiment packets, fresh fruit, a bag of chips, a cookie and a bottle of water

XTRA BOTTLE OF WATER \$2.00 _____

ORDER TAKEN BY/DATE _____

** ORDERS MUST BE PLACED WITH THE FRONT DESK BY 8PM THE NIGHT PRIOR TO THE DATE OF PICK UP. ANY ORDERS PLACED AFTER THAT TIME ARE SUBJECT TO A \$10 LABOR FEE.

PAYMENT: CREDIT CARD | CASH | ROOM CHARGE | CHECK

Snowmobile Gear Rental Form

Name: _____

Date of Rental or Tour: _____

We have a limited supply of rental gear available. Rental gear is \$35 (Coat, Bibs, Boots) or Coat: \$15, Bibs: \$15, Boots: \$15. Please keep in mind that we do not provide personal items for rental such as thermal layers, socks, gloves, balaclavas, etc.

**If you booked a VIP Guided Tour, rental gear is included in the price.*

Circle your desired size in each category needed.

COAT X-Small Small Medium Large XL 2X 3X

BIBS Small Medium Large XL 2X 3X

HELMET X-Small Small Medium Large XL 2X 3X

BOOTS Size: _____

COMMENTS:
