

Elevate Backcountry Agreement

2022

This agreement contains the following information:
Operator Details, Inventory Checklist, Unit
Inspection, Estimated Damage Costs, Waiver and
Release of Liability, Assumption of Risk and
Indemnity, General Terms and Conditions.

You must
read and sign
this entire
agreement
prior to your
departure
time!!!

Elevate Backcountry – Agreement

COMPANY:
ELEVATE BACKCOUNTRY

www.elevatebackcountry.org
Info@elevatebackcountry.org

UNIT INSPECTION

	INITIAL PRE-RELEASE INSPECTION	FINAL INSPECTION
EXTERIOR		
INTERIOR		
SEATS		
SAFETY EQUIPMENT		
TECHNOLOGY		
EXTRAS:		

***Note: Signed Unit Damage Waivers attached become part of the agreement**

OPERATOR IS RESPONSIBLE FOR UNIT AND ALL ACCESSORIES FOR THE ENTIRE PERIOD UNTIL UNIT IS RETURNED TO ELEVATE BACKCOUNTRY. INCLUDING, BUT NOT LIMITED TO THE EVENT OF WEATHER OR UNFORSEEN CIRCUMSTANCES WHICH MAKE IT NESECARRY TO LEAVE UNIT IN THE BACKCOUNTRY. OPRATOR SHOULD BE MINDFUL THAT ANY DAMAGE OCCURING FROM UNIT NOT BEING SECURED PROPERLY UNDER ANY CIRCUMSTANCE IS HIS/HER RESPONSIBILITY.

ESTIMATED COST OF DAMAGE

FOLLOWING IS A LIST OF POTENTIAL DAMAGES THAT MAY OCCUR DUE TO OPERATOR'S NEGLIGENCE DURING THE ACTIVITY. FOR EACH ITEM LISTED, THERE IS AN ESTIMATED COST OF REPLACEMENT AND/OR REPAIR. ALL DAMAGES WILL BE REPAIRED BY A CERTIFIED MECHANIC AND THE COSTS ABSORBED BY THE OPERATOR WILL INCLUDE TOTAL COST OF THE INVOICE PLUS 25%. THIS LIST IS NOT ALL INCLUSIVE. ANY ADDITIONAL DAMAGES INCURRED, THAT ARE NOT LISTED HEREIN, WILL BE REPAIRED AND CHARGED TO THE OPERATOR AS STATED ABOVE.

***PLEASE NOTE: NO SMOKING IS PERMITTED ON UNITS & PETS ARE NOT ALLOWED ON THE UNIT.**

SEAT TEAR - \$350 MINIMUM (IF SEAT HAS TO BE REPLACED THE COST COULD EXCEED \$1,500)

STEREO - \$350 STEREO SPEAKER - \$150

CARPET DAMAGE- \$75 MINIMUM

TRACK DAMAGE - \$850

RAIL DAMAGE - \$625

SCRATCHES OR DAMAGE TO GEL COAT - \$300 MINIMUM (COST COULD EXCEED \$1,000)

GO PRO - \$400

A SECURITY DEPOSIT OF \$500 WILL BE HELD PER UNIT

OTHERS:

Operator Signatures: _____

Elevate Backcountry – Agreement

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AGREEMENT - WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I. DISCLAIMER

YOU MUST BE 18 YEARS OF AGE OR OLDER TO RECEIVE DELIVERY OF ANY UNIT. ANYONE UNDER 18 YEARS OF AGE MAY NOT OPERATE THE UNIT AT ANY TIME DURING THIS ACTIVITY.

THIS AGREEMENT: WAIVER AND RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (“AGREEMENT”) IS APPLICABLE TO ALL OPERATORS, PASSENGERS, AND USERS OF EQUIPMENT PROVIDED BY ELEVATE BACKCOUNTRY. *(FOR PURPOSES OF THIS WAIVER AND RELEASE, THE TERM “ELEVATE BACKCOUNTRY” INCLUDES ALL EMPLOYEES AGENTS, REPRESENTATIVES, SERVANTS, ASSIGNS, SUCCESSORS, INSURERS AND SUBSIDIARIES OF ELEVATE BACKCOUNTRY). THE UNDERSIGNED AGREES THAT HE/SHE IS ALSO SIGNING THE RELEASE ON BEHALF OF ANY MINOR CHILDREN FOR WHOM HE/SHE IS PARENT, GUARDIAN, OR OTHERWISE RESPONSIBLE FOR CARE, CUSTODY AND CONTROL. OPERATOR AGREES THAT HE/SHE WILL DISCLOSE TO ELEVATE BACKCOUNTRY ALL POTENTIAL OPERATORS, PASSENGERS, AND USERS OF SAID EQUIPMENT. OPERATOR FURTHER AGREES THAT IN THE EVENT THAT HE/SHE FAILS TO NOTIFY ELEVATE BACKCOUNTRY OF ALL POTENTIAL OPERATORS, PASSENGERS, OR USERS OF SAID EQUIPMENT, HE/SHE WILL BE PERSONALLY LIABLE FOR ANY DAMAGES TO THE UNDISCLOSED INDIVIDUAL, EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF ELEVATE BACKCOUNTRY. ELEVATE BACKCOUNTRY IS NOT RESPONSIBLE FOR ANY INJURIES OR DAMAGES TO UNDISCLOSED OPERATORS AND PASSENGERS, AND UNDISCLOSED OPERATORS OR PASSENGERS ARE NOT ALLOWED TO USE ANY UNIT OR EQUIPMENT OF ELEVATE BACKCOUNTRY.

II. EXPRESS ASSUMPTION OF RISK - CAUTION!! READ BEFORE SIGNING

I ACKNOWLEDGE THAT THE OPERATION OR USE OF A UNIT HAS INHERENT RISKS THAT MAY LEAD TO BODILY INJURY OR DEATH. I FURTHER UNDERSTAND THAT I AM NOT BOUND OR REQUIRED TO PARTICIPATE IN ANY OF THE ACTIVITIES PRESENTED TO ME, BUT HAVE WILLINGLY AND VOLUNTARILY DECIDED TO PARTICIPATE. I HAVE NO HEALTH RESTRICTIONS WHICH WOULD PREVENT ME FROM PARTICIPATING IN ANY ACTIVITIES OR ENTERING INTO THIS AGREEMENT. I REALIZE THAT I AM FREE TO REFUSE TO PARTICIPATE IN ANY OR ALL ACTIVITIES INCLUDING THOSE I FEEL UNCOMFORTABLE WITH OR WHICH I FEEL CANNOT BE COMPLETED SAFELY BY ME. I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISK OF INJURY, ILLNESS, DAMAGE OR LOSS, BOTH KNOWN AND UNKNOWN, ASSOCIATED WITH THE EQUIPMENT OPERATION, OR USE OF THE UNIT OR ASSOCIATED EQUIPMENT, EVEN IF ARISING FROM THE NEGLIGENCE, ACT, OR OMISSION OF ELEVATE BACKCOUNTRY, AND ASSUME FULL RESPONSIBILITY FOR MY PARTICIPATION. I ACKNOWLEDGE THAT THIS EQUIPMENT IS NOT CONSIDERED AN EQUIPMENT RENTAL AND THAT ELEVATE BACKCOUNTRY IS NOT ACCEPTING PAYMENT FOR PROFIT ON SAID EQUIPMENT, RATHER A DONATION FOR THE MAINTENANCE AND STORAGE OF SAID EQUIPMENT. NO PERMITS ARE OBTAINED FOR ALL OPERATIONS.

III. RELEASE OF LIABILITY ---CAUTION!! READ BEFORE SIGNING

I HEREBY RELEASE AND HOLD HARMLESS ELEVATE BACKCOUNTRY FROM ALL LIABILITY, CLAIMS, DEMANDS OR CAUSES OF ACTION FOR ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSON OR PROPERTY SUSTAINED BY ME AND/OR ANY MINOR CHILDREN FOR WHOM I AM A PARENT, LEGAL GUARDIAN, OR OTHERWISE RESPONSIBLE, WHETHER CAUSED BY THE NEGLIGENCE OF ELEVATE BACKCOUNTRY OR OTHERWISE. THIS INCLUDES ANY INJURY, DISABILITY, DEATH, OR LOSS OR DAMAGE TO PERSONS OR PROPERTY INCURRED AS A RESULT OF A HIDDEN, LATENT OR OBVIOUS DEFECT ON THE UNIT OR ANY OF THE EQUIPMENT USED, OR ANY FAILURE TO PROPERLY INSTRUCT, SUPERVISE OR TRAIN.

IV. COVENANT NOT TO SUE ---CAUTION!! READ BEFORE SIGNING

AS PART OF THE CONSIDERATION FOR USING THE EQUIPMENT, I PROMISE NOT TO SUE OR MAKE A CLAIM AGAINST ELEVATE BACKCOUNTRY FOR ANY DAMAGE OR LOSS SUFFERED AS A RESULT OF MY PARTICIPATION IN THE ACTIVITY. IT IS THE INTENT OF THIS AGREEMENT TO FULLY AND COMPLETELY RELEASE ELEVATE BACKCOUNTRY FROM ALL CLAIMS. THIS INCLUDES THE USE OF ALL PHOTOS TAKEN DURING THE ACTIVITY OR TOUR.

V. LIABILITY TO THIRD PARTIES--- CAUTION!! READ BEFORE SIGNING

I AGREE THAT I WILL INDEMNIFY AND HOLD HARMLESS ELEVATE BACKCOUNTRY FOR ALL PERSONAL INJURIES, PROPERTY DAMAGES, OR ANY OTHER DAMAGES TO ANY AND ALL THIRD PARTIES, INCLUDING, BUT NOT LIMITED TO, OPERATORS AND PASSENGERS OF OTHER UNITS AND MINOR CHILDREN UNDER THE UNDERSIGNED’S CUSTODY, CARE, AND CONTROL, AS A RESULT OF ANY AND ALL ACTIVITIES RELATED TO THE OPERATION, OR USE OF EQUIPMENT PROVIDED BY ELEVATE BACKCOUNTRY. EVEN IF SUCH DAMAGES ARISE OUT OF THE NEGLIGENCE OR FAULT OF ELEVATE BACKCOUNTRY.

EACH PARTICIPANT INITIAL ONE NUMBER ONLY. INITIALS: (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____

**Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

Elevate Backcountry – Agreement

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VI. OPERATOR CONSENT TO PAYMENT OF EQUIPMENT LOSSES AND DAMAGES

A VALID CREDIT CARD NUMBER SHALL BE RETAINED BY ELEVATE BACKCOUNTRY AND WILL BE USED TO PROVIDE FULL COMPENSATION FOR FAILING TO RETURN SAID EQUIPMENT IN AS GOOD CONDITION AS WHEN RECEIVED BY OPERATOR. COMPENSATION INCLUDES, BUT IS NOT LIMITED TO, REIMBURSEMENT OF ARTICLES DAMAGED, MISSING OR BROKEN. OPERATOR AUTHORIZES ELEVATE BACKCOUNTRY TO CHARGE OPERATORS CREDIT CARD FOR THESE ITEMS IN SUCH CASE. IN THE ALTERNATIVE OR IN ADDITION TO THE CHARGES TO OPERATORS CREDIT CARD, ELEVATE BACKCOUNTRY, IN ITS SOLE DISCRETION, MAY DEMAND THAT OPERATOR PAY SUCH CHARGES IN IMMEDIATELY AVAILABLE FUNDS SUCH AS CASH OR CERTIFIED CHECK. THE AMOUNT AVAILABLE ON THE BALANCE OF THE CREDIT CARD SHALL IN NO WAY BE CONSIDERED A LIMITATION ON THE AMOUNT OF DAMAGES, REIMBURSEMENTS, OR ACTIVITY CHARGES OWED TO ELEVATE BACKCOUNTRY BY THE OPERATOR. ALL UNITS ARE NOT CONSIDERED RENTAL UNITS AND ARE PROVIDED FREE OF CHARGE FOR THE UNIT MAINTENANCE AND STORAGE SERVICE, THEREFORE ANY FUNDS RECEIVED BY ELEVATE BACKCOUNTRY ARE SOLEY AS AN NONREFUNDABLE DONATION FOR THE AFORMENTIONED SERVICES.

OPERATOR HEREBY ACKNOWLEDGES AND UNDERSTANDS THAT THE UNIT IS WITHOUT DAMAGES OR DEFECTS INCLUDING, BUT NOT LIMITED TO, DENTS, SCRATCHES, TEARS, STAINS AND MECHANICAL DAMAGE. AN INSPECTION OF THE UNIT WILL BE CONDUCTED BY BOTH ELEVATE BACKCOUNTRY AND OPERATOR PRIOR TO THE ACTIVITY PERIOD WHEREBY ANY EXISTING DAMAGES WILL BE NOTED AND ACKNOWLEDGED IN WRITING ON THE ATTACHED AGREEMENT FORM. UPON RETURN OF THE UNIT, ELEVATE BACKCOUNTRY WILL CONDUCT A FINAL INSPECTION. OPERATOR WILL BE HELD RESPONSIBLE AND LIABLE FOR THE TOTAL COST OF ANY AND ALL DAMAGES TO THE UNIT THAT WERE NOT NOTED DURING THE INITIAL INSPECTION. ELEVATE BACKCOUNTRY HAS UP TO 48 HOURS AFTER THIS ACTIVITY & PRIOR TO BEING USED AGAIN TO DISCOVER AND INFORM OPERATOR OF DAMAGE FOUND.

OPERATOR ACKNOWLEDGES AND UNDERSTANDS THAT ALL UNITS INCLUDE ACCESSORY ITEMS AND THE REQUIRED SAFETY EQUIPMENT. ALL ITEMS INCLUDING THE VALUES OF EACH ITEM WILL BE NOTED BETWEEN ELEVATE BACKCOUNTRY AND THE OPERATOR PRIOR TO RELEASING THE UNIT. BY SIGNING THE INVENTORY LIST, THE OPERATOR ACKNOWLEDGES AND ACCEPTS FULL RESPONSIBILITY FOR ALL ITEMS LISTED. UPON RETURN OF THE UNIT, ELEVATE BACKCOUNTRY AND THE OPERATOR WILL COUNT ALL RETURNED ITEMS. ANY ITEMS MISSING OR DAMAGED FROM THE SIGNED AGREEMENT WILL BE PAID FOR BY THE OPERATOR AS STATED HEREIN.

EARLY RETURNS OR CANCELLATION DUE TO THE NEGLIGENCE OF THE OPERATOR WILL NOT RESULT IN A REFUND. ABSOLUTELY NO REFUNDS WILL BE GIVEN DUE TO MECHANICAL FAILURE UNTIL ELEVATE BACKCOUNTRY HAS HAD THE OPPORTUNITY TO CHECK THE UNIT FOR OPERATOR NEGLIGENCE AND OR ABUSE. IF IT IS DETERMINED THAT THE OPERATOR HAS CAUSED DAMAGE TO THE UNIT, ELEVATE BACKCOUNTRY RESERVES THE RIGHT TO CHARGE THE OPERATOR'S CREDIT CARD WITHOUT ANY FURTHER NOTIFICATION OR AUTHORIZATION FROM ELEVATE BACKCOUNTRY. THE OPERATOR WILL BE RESPONSIBLE FOR ANY LOSS DUE TO UNIT BEING UNAVAILABLE DUE TO DAMAGE CAUSED DURING THIS ACTIVITY PERIOD.

VII. GENERAL TERMS AND CONDITIONS

I CERTIFY THAT I HAVE RECEIVED ADEQUATE AND PROPER SAFETY AND OPERATIONAL INSTRUCTION FOR THE EQUIPMENT AND UNIT FROM ELEVATE BACKCOUNTRY INCLUDING THE SAFETY VIDEO AND PASSING THE SAFETY COURSES IF MANDATED BY THE STATE, AND AM CAPABLE IN ALL ASPECTS OF THE HANDLING AND OPERATION OF SUCH EQUIPMENT AND UNIT AND FOLLOWING ALL SAFETY INSTRUCTIONS. I AGREE NOT TO USE NOR PERMIT THE USE OF THE EQUIPMENT (A) FOR ANY UNLAWFUL PURPOSE; (B) IN A CARELESS, RECKLESS, OR NEGLIGENT MANNER; (C) WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR DRUGS; (D) TO CARRY PASSENGERS OR PROPERTY IN EXCESS OF THE CRAFT'S RATED CAPACITY; (E) IN A RACE OR COMPETITION; OR (D) IN VIOLATION OF THE INSTRUCTIONS I RECEIVED FROM ELEVATE BACKCOUNTRY.

THIS AGREEMENT SETS FORTH THE ENTIRE AGREEMENT AND UNDERSTANDING BETWEEN THE PARTIES, AND ALL PREVIOUS DISCUSSIONS, UNDERSTANDINGS, REPRESENTATIONS, NEGOTIATIONS, AND AGREEMENTS WITH RESPECT TO THE MATTERS INCLUDED IN THIS AGREEMENT AND MERGED HEREIN. ADDITIONALLY, THE CONSIDERATION RECITED HEREIN IS THE FULL, COMPLETE AND ENTIRE CONSIDERATION FOR THIS AGREEMENT, AND THERE IS NO FURTHER CONSIDERATION TO BE PAID BY ANY PARTY TO ANY OTHER PARTY OTHER THAN AS RECITED HEREIN. IF ANY PROVISION OR PART OF A PROVISION OF THIS AGREEMENT SHALL BE DETERMINED TO BE VOID OR UNENFORCEABLE BY A COURT OF COMPETENT JURISDICTION, THE REMAINDER OF THE AGREEMENT SHALL REMAIN VALID AND ENFORCEABLE BY ANY PARTY.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED UNDER THE LAWS OF THE STATE IN THE EVENT ELEVATE BACKCOUNTRY PREVAILS IN ANY LITIGATION OR CLAIM RELATING TO THE ENFORCEMENT OF THE PROVISIONS CONTAINED HEREIN, I AGREE TO PAY AND INDEMNIFY ELEVATE BACKCOUNTRY FOR ITS LITIGATION EXPENSES, INCLUDING REASONABLE LEGAL FEES AND COURT COSTS.

EACH PARTICIPANT INITIAL ONE NUMBER ONLY. **INITIALS:** (1) _____ (2) _____ (3) _____ (4) _____ (5) _____ (6) _____

**Initials certify that I have read and agree to all of the above terms, conditions and release of liability.

Elevate Backcountry – Agreement

COMPANY:
ELEVATE BACKCOUNTRY

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Info@elevatebackcountry.org

I EXPRESSLY WARRANT AND REPRESENT THAT BEFORE EXECUTING THIS AGREEMENT I HAVE FULLY INFORMED MYSELF OF THE TERMS, CONDITIONS AND EFFECT OF THE AGREEMENT, AND THAT I HAVE REILED SOLELY ON MY OWN JUDGMENT IN EXECUTING THE DOCUMENT.

I HAVE READ THE TERMS OF THIS AGREEMENT, WAIVER AND RELEASE OF ALL CLAIMS INCLUDING THE PROVISIONS REGARDING ASSUMPTION OF RISK, RELEASE OF LIABILITY, DISCLAIMER OF EXPRESS AND IMPLIED WARRANTIES AND THE COVENANT NOT TO SUE, AND I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS IN CONSIDERATION FOR MY USE OF THE UNIT AND EQUIPMENT. I ENTER INTO THIS AGREEMENT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

I AGREE TO ASSUME RESPONSIBILITY, EVEN THOSE RISKS ARISING OUT OF NEGLIGENCE BY ELEVATE BACKCOUNTRY, OTHER PASSENGERS, RIDERS, AND/OR ALL PARTICIPANTS ON THE UNIT. MY AND OUR PARTICIPATION IN THE ACTIVITY IS PURELY VOLUNTARY. I ASSUME FULL RESPONSIBILITY FOR MYSELF AND ALL PASSENGERS ON THE UNIT, INCLUDING ANY MINOR CHILDREN, FOR ANY BODILY INJURY, ACCIDENT, ILLNESS, PARALYSIS, DEATH OR LOSS OF PERSONAL PROPERTY EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OR OTHER FAULT OF PASSENGERS, RIDERS, GUESTS AND OTHER PASSENGERS ON THE UNIT AND EVEN IF CAUSED, IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER FAULT OF ELEVATE BACKCOUNTRY, ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SUBSIDIARIES, LEGAL REPRESENTATIVE AND ASSIGNS (COLLECTIVELY THE "RELEASEES").

CAUTION!!! READ THIS ENTIRE DOCUMENT BEFORE SIGNING. THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS AND RELEASES ALL LIABILITY AGAINST ELEVATE BACKCOUNTRY.

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATOR: 1. _____
PRINT NAME SIGNATURE DATE

**OPERATORS/PASSENGERS; ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFTEY AND OPERATIONAL PROCEDURE
EACH PARTICIPANT: PRINT NAME, SIGN AND DATE (GIVE AGE IF UNDER 18)**

OPERATOR: 2. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 3. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 4. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 5. _____
PRINT NAME SIGNATURE DATE

OPERATOR: 6. _____
PRINT NAME SIGNATURE DATE

Cancellation Policy

ALL RESERVATIONS ARE FINAL. ALL RESERVAITIONS MUST BE MADE AT LEAST 48HRS IN ADVANCE TO SECURE A RESERVATION OR YOUR TENTATIVE RESERVATION SLOT MAY BE AUTOMATICALLY FORFEITED TO A PERSON ON OUR WAIT LIST. ALL RESERVATIONS ARE FINAL DURING HOLIDAY WEEKENDS, EXCEPT FOR WHEN THERE'S INCLEMENT WEATHER DURING THE RESERVATION TIME. IF THIS OCCURS, THEN A GIFT CERTIFICATE WILL BE ISSUED FOR 75% OF THE FULL VALUE OF THE DONATION IF THE INCLEMENT WEATHER BEGINS PRIOR TO HALFWAY THROUGH THE ACTIVITY PERIOD.

Elevate Backcountry – Safety Rules and Regulations

COMPANY:
ELEVATE BACKCOUNTRY

www.elevatebackcountry.org
Info@elevatebackcountry.org

Safety Rules and Regulations

Snowmobiles, ATV's, and Rangers are increasingly popular recreational vessels in the mountains. Inexperienced operators may not always recognize potential dangers and consequently are involved in a high percentage of accidents.

To improve and promote safe and responsible operation in the backcountry, the United States Forest Service (USFS) enforces the regulations explained in this agreement. It is important for you to read and understand the regulations explained in this agreement and other materials before operating a recreational unit.

You must be 18 or over to operate the unit

Fast Facts

- Allow long distances for stopping
- You must maintain some throttle to maneuver
- Remember the 100-foot rule. Most accidents are collisions. Stay at least 100 feet from everything
- Avoid tunnel syndrome. Don't just look forward, continually look to both sides and behind while riding
- Obtain a recreation pass if required at the area you plan to explore
- Do not approach or feed wildlife
- Do not operate the unit under the influence of drugs or alcohol
- You can only operate between the hours of sunrise and sunset
- Your unit must be equipped with a self-circling device or engine cut-off switch, which has not been altered in any way
- You cannot operate at a speed greater than 15mph when within 100 feet of another vehicle
- You cannot refuel the unit while a person is aboard
- Negligent operation is not permitted (see page 8)

Age Requirements

YOU MUST BE 18 YEARS OF AGE OR OLDER TO OPERATE THE PERSONAL UNITS AND MUST POSSESS A CURRENT VALID DRIVER'S LICENSE!!!

EACH PARTICIPANT INITIAL ONE NUMBER ONLY. **INITIALS:**_(1)_____(2)_____(3)_____(4)_____(5)_____(6)_____

**Initials certify that I have read and agree to all of the above terms and conditions

Elevate Backcountry – Safety Rules and Regulations

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Do not operate your unit in any of the following negligent manners:

(Any violation will result in termination of activity time)

- Operating a personal unit under the influence of drugs or alcohol
- Jumping or attempting to jump off stumps and side humps
- Riding backwards and/or standing on the seat of the unit while riding
- Weaving through and recklessly operating in areas of congestion
- Speeding in restricted areas such as parking lots, slow zones, environmentally sensitive areas, or operating in a manner that endangers the life, limb, or property of any person, including the operator.
- Operating a unit between the hours of sunset and sunrise
- Allowing children under the age of 6 to ride behind an adult
- Exceeding the number of people or weight limits listed on the capacity plate
- Littering
- Operating a unit outside the designated boundary area
- Operating a unit in a circular course around other vehicles or people
- Operating a unit within an area designated as bathing, fishing, swimming, or otherwise restricted
- Driving or skiing, snowboarding or other similar activity in avalanche prone areas
- Fueling the unit with any person aboard
- Failing to comply with the U.S. Forest Service Rules

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATOR: 1. _____ OPERATOR: 2. _____

OPERATOR: 3. _____ OPERATOR: 4. _____

OPERATOR: 5. _____ OPERATOR: 6. _____

OPERATORS/PASSENGERS; ALL OPERATORS AND PASSENGERS MUST SIGN AND BE PRESENT FOR SAFETY AND OPERATIONAL PROCEDURE

Elevate Backcountry – Tours

COMPANY:
ELEVATE BACKCOUNTRY

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Acknowledgement of Tour Member Responsibility, Express Assumption of Risk, and Release of Liability

I understand that during my participation in this Elevate Backcountry tour, I may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each tour and cannot be eliminated without destroying the unique character of the tour. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel and Elevate Backcountry has not tried to contradict or minimize my understanding of these risks. I know that Injuries and Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. I understand that risks of such Injuries and Damages are involved in adventure travel such as Elevate Backcountry Tours and I appreciate that I may have to exercise extra care for my own person and for others around me in the face of such hazards. I further understand that on this tour there may not be rescue or medical facilities or expertise necessary to deal with the Injuries and Damages to which I may be exposed.

In consideration for my acceptance as a participant on this tour, and the services and amenities to be provided by the Elevate Backcountry in connection with the tour, I confirm my understanding that:

- I have read any rules and conditions applicable to the tour made available to me; the tour is provided free of charge; and I acknowledge my participation is at the discretion of the leader. Any funds received are solely as a donation.
- The tour officially begins and ends at the location(s) designated by Elevate Backcountry. The tour does not include carpooling, transportation, or transit to and from the tour, and I am personally responsible for all risks associated with this travel if provided by Elevate Backcountry.
- If I decide to leave early and not to complete the tour as planned, I assume all risks inherent in my decision to leave and waive all liability against Elevate Backcountry arising from that decision. Likewise, if the leader has concluded the tour, and I decide to go forward without the leader, I assume all risks inherent in my decision to go forward and waive all liability against Elevate Backcountry arising from that decision.
- This Agreement is intended to be as broad and inclusive as is permitted by law. If any provision or any part of any provision of this Agreement is held to be invalid or legally unenforceable for any reason, the remainder of this Agreement shall not be affected thereby and shall remain valid and fully enforceable.
- To the fullest extent allowed by law, I agree to WAIVE, DISCHARGE CLAIMS, AND RELEASE FROM LIABILITY Elevate Backcountry, its officers, directors, employees, agents, hosts and leaders from any and all liability on account of, or in any way resulting from Injuries and Damages, even if caused by negligence of Elevate Backcountry its officers, directors, employees, agents, hosts, and leaders, in any way connected with this tour. I further agree to hold harmless Elevate Backcountry, its officers, directors, employees, agents, hosts, and leaders from any claims, damages, injuries or losses caused by my own negligence while a participant on the tour. I understand and intend that this assumption of risk and release is binding upon my heirs, executors, administrators and assigns, and includes any minors accompanying me on the tour.
- I have read this document in its entirety and I freely and voluntarily assume all risks of such Injuries and Damages and notwithstanding such risks, I agree to participate in the tour.
- I have read, I understand, and I agree to the enclosed Elevate Backcountry Tours Reservation and Cancellation Policy. **SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.**

PARTICIPANT: 1. _____ PARTICIPANT: 2. _____ PARTICIPANT: 3. _____

PARTICIPANT: 4. _____ PARTICIPANT: 5. _____ PARTICIPANT: 6. _____

Elevate Backcountry – Damage Protection Policy

COMPANY:
ELEVATE BACKCOUNTRY

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Acknowledgement of Operator Responsibility, Express Assumption of Risk, and Assumption of Liability

During your participation in all Elevate Backcountry activities, you may be exposed to a variety of hazards and risks, foreseen or unforeseen, which are inherent in each time out in the backcountry and may not be eliminated without damaging the unit. These inherent risks include, but are not limited to, the dangers of serious personal injury, property damage, and death (“Injuries and Damages”) from exposure to the hazards of travel, and Elevate Backcountry has not tried to contradict or minimize my understanding of these risks. Damages can occur by natural causes or activities of other persons, animals, trip members, trip leaders and assistants or third parties, either as a result of negligence or because of other reasons. You must understand that risks of such damages are involved in adventure travel such as Elevate Backcountry Tours and you have the responsibility to exercise extra care for your unit and for others around in the face of such hazards.

Protection Policy

You have the option of purchasing “minimal” unit damage protection for \$19.99 per each unit, per day.

Coverage includes:

- Up to \$500 worth of damage to be determined by a certified service center
- Small scratches and scrapes (rash) as a result of rubbing against the debris or another vehicle
- Small rips in the unit seats
- Minor damage to the unit gel coat

Coverage *does not* include:

- Any damage in excess of \$500 to be determined by a certified service center
- Any time the unit is flipped or submerged in the snow during the activity period
- Any time that the unit is stuck on land (i.e. off trail) for any amount of time
- Any damage caused by or to another vehicle or person as a result of their or your negligence

***If you DECLINE Damage Protection, then you are fully responsible for all damages to the unit as agreed to in Section VI of this agreement and you are required to submit a copy of your driver’s license and credit card to be charged should damage occur. This serves as your agreement for us to charge the card provided for the damages.**

I acknowledge that I am held responsible for all damage costs incurred during the activity from Elevate Backcountry on the usage date. Due to the nature of the damage, I agree to have my credit card charged and/or cash deposit withheld immediately following this incident.

SIGNATURE BELOW INDICATES THAT YOU HAVE READ THIS ENTIRE DOCUMENT AND AGREE TO ITS TERMS AND CONDITIONS AND ARE SIGNING THIS DOCUMENT ON BEHALF OF ALL THE OPERATORS/PASSENGERS AS LISTED BELOW. FURTHERMORE, ANY PASSENGER/OPERATORS NOT LISTED ON THIS DOCUMENT.

OPERATOR: 1. _____ OPERATOR: 2. _____ OPERATOR: 3. _____

OPERATOR: 4. _____ OPERATOR: 5. _____ OPERATOR: 6. _____