Snowmobile rental waiver

Rental and permitted use of the snowmobile

I voluntarily choose to rent, ride or operate a snowmobile, or give permission for the person named in this form to do so, on a rental or tour provided by **[Snowmobile Rental Company Name]**.

The rental may include:

- A snowmobile, with or without a passenger seat
- Helmets, suits, gloves, boots and other supplied clothing
- A pre-ride briefing and a practice area
- A guided tour or an unguided rental, as selected in this form
- Fuel, trailers, maps, radios or GPS units where the rental company supplies them

I may use the snowmobile only in the areas, on the trails and for the times the rental company has approved.

The rental company may refuse, restrict or end a rental if it reasonably believes that an operator cannot ride safely, is not qualified, has broken the rules or presents a risk to themselves or others, or that conditions have become unsafe.

Deposits and fees remain subject to the rental company's cancellation and refund policies, including its policy on poor snow and weather.

Operator and passenger eligibility

I confirm that each operator meets the minimum age and any licence, safety certificate or registration requirement that applies where the snowmobile will be ridden, and any stricter requirement set by the rental company.

I will show valid licence or certificate documents when asked. I understand that these requirements vary between countries, regions and trail networks.

Only operators named to the rental company may drive. Passengers must be old and large enough to hold on securely, keep their feet on the running boards and wear a properly fitted helmet.

Where I sign for a minor or another person who cannot legally provide their own consent, I confirm that I am their parent, legal guardian or otherwise legally authorised to provide consent on their behalf.

I confirm that each operator and passenger is physically and mentally capable of riding in cold, remote conditions, except for any condition or limitation disclosed to the rental company before the ride.

Guided and unguided riding

On a guided ride, I agree to follow the guide's route, speed and spacing instructions and to stay behind the lead snowmobile. A guide cannot remove the risks described in this form and may not be able to see or reach every rider immediately.

On an unguided rental, I accept that nobody from the rental company will be with me. I am responsible for my route, navigation, speed, fuel, the weather forecast and the decision to turn back.

I confirm that the option selected in this form is accurate, and that any operator on an unguided rental has the experience the rental company asks for.

I will not leave a guided group to ride alone unless the guide has agreed.

Snowmobile riding risks

I understand that snowmobiles are heavy, powerful machines that can reach high speed and that do not steer or stop in the same way as road vehicles.

I understand that snow conditions may hide hazards, and that an operator may lose control even when riding carefully.

Possible risks include:

- Tree strikes and collisions with other snowmobiles, rocks, fences, wires, signs, groomers or road vehicles
- Rollovers and being thrown from or pinned under a snowmobile
- Hidden stumps, ditches, drop-offs and buried obstacles
- Avalanches on or below steep slopes
- Falling through ice on frozen lakes, rivers or ponds
- Hypothermia, frostbite and cold-related illness
- Injury to the back, neck, wrists, knees, or shoulders from jolts and heavy handling
- Burns from hot engines and exhausts, and exposure to exhaust fumes
- Injury from the moving track or drive parts
- Mechanical failure, running out of fuel or becoming stuck in deep snow
- Delayed rescue and medical care in remote areas with limited phone coverage
- Serious injury, permanent disability or, in rare cases, death

I understand that the rental company cannot eliminate every risk associated with snowmobile riding.

I voluntarily accept the ordinary and inherent risks of participation.

Avalanche terrain, frozen water and weather

I understand that snowmobiles can trigger avalanches and can quickly carry riders into steep, remote terrain.

I will not enter avalanche terrain or closed areas unless the rental company has approved it, and I understand that entering such terrain safely requires training, current avalanche information and suitable rescue equipment such as a transceiver, shovel and probe.

I understand that ice thickness can change over short distances and is affected by currents, inflows, springs, slush, pressure ridges and changing temperatures. A track used by others is not proof that ice is safe.

I will cross frozen water only where the rental company or guide has said it is permitted, and I will turn back if conditions look different from those described.

I understand that wind chill increases at speed, that weather and visibility may change rapidly in mountains and open country, and that whiteouts, darkness and low-light conditions make it harder to see hazards.

I will dress for the conditions, carry any emergency equipment supplied, and return early if the weather worsens.

Trail rules and riding conduct

I agree to attend the rental company’s briefing and follow all instructions from guides and staff.

I agree to:

- Stay on marked trails and permitted routes, and keep to the right on two-way trails
- Follow posted speed limits and ride at a speed that suits visibility and conditions
- Stop before crossing roads and rail lines, and cross only at approved points
- Give way to groomers, skiers, walkers, wildlife and other trail users
- Keep a safe distance from the snowmobile in front
- Keep headlights on, and use the safety tether or engine stop switch as shown
- Wear a helmet at all times while riding, and keep hands, feet and clothing away from the track
- Respect private land, closures and protected areas

I agree not to jump, race, perform stunts, or ride in a way that endangers anyone, and not to carry more passengers than the snowmobile is built to carry.

I understand that a serious breach of the rules may result in immediate removal without a refund, and I remain responsible for any fines or penalties I incur.

Inspection before use

I agree to inspect the snowmobile with the rental company's staff before leaving, and to note any existing damage on the rental agreement or check-out record.

Before each ride I agree to check, or confirm with staff, that:

- The throttle returns freely, and the brake and engine stop switch work
- The steering moves freely, and the skis and carbide runners are not badly worn or damaged
- The track shows no missing clips, torn lugs or obvious damage
- The lights, fuel level and any tow strap, tools or emergency kit are in order

I understand that worn carbides can reduce steering control on hard or icy surfaces, and that track damage or overheating can lead to breakdown.

I will stop riding and contact the rental company immediately if the snowmobile handles differently, overheats, makes unusual noises or shows a warning light.

Damage, loss and additional charges

I accept responsibility for damage to, or loss of, the snowmobile and supplied equipment during the rental period, apart from normal wear and damage the rental company agrees was not caused by misuse.

I understand that charges may include:

- Repair or replacement of skis, carbides, tracks, suspension, bodywork and engines
- Damage caused by riding over rocks, bare ground, roads or low snow without approval
- Recovery, towing or rescue costs, including from ice, deep snow or closed areas
- Replacement of lost helmets, clothing, keys, radios or GPS units
- Fuel, cleaning, late return and additional rental time
- Fines, trespass claims and penalties arising from how the snowmobile was ridden

I will report any collision, injury, damage or loss immediately, and will cooperate with reasonable requests for reports or information.

I authorise the rental company to apply these charges to any deposit or payment method I have provided, where the rental agreement allows it. Any damage cover or insurance applies only as stated in its own terms.

Rental period and return

The rental period starts and ends at the dates and times on the rental agreement.

I agree to return the snowmobile and all equipment to the agreed location on time, with the agreed amount of fuel and with any issues reported.

If I expect to be late or become stranded, I will contact the rental company as soon as possible. A late or missing rider may lead the rental company to start a search or contact emergency services, and I may be charged for the reasonable costs involved.

Responsibility for the snowmobile continues until the rental company has received it and recorded the return.

Physical condition and health

I agree to inform the rental company about any condition that may affect safe use of the rental, including:

- A current injury or physical limitation
- Back, neck, shoulder, wrist or knee problems
- A previous concussion or head injury
- Heart, circulation or blood-pressure conditions
- Asthma or breathing difficulties
- Conditions made worse by cold, such as circulation problems
- Epilepsy, seizures, fainting or loss of consciousness
- Limited vision or hearing, or balance difficulties
- Recent surgery or medical treatment
- Pregnancy or possible pregnancy
- Medication that thins the blood or affects coordination, judgment or alertness
- A restriction recommended by a healthcare professional

I understand that staff are not medical professionals unless expressly stated otherwise.

I will stop and inform a staff member if I experience pain, dizziness, breathing difficulty, unusual weakness or another concerning symptom.

Alcohol, drugs and impairment

I will not operate or use the rented equipment while impaired by:

- Alcohol
- Recreational or illegal drugs

- Medication that affects judgment, coordination or alertness
- Fatigue, illness or another condition that makes participation unsafe

I understand that the rental company may refuse or end use of the rental if it reasonably believes that a renter is impaired.

Nobody may operate or ride on a snowmobile while under the influence of alcohol or drugs. Laws on impaired operation may also apply, and the rental company may cancel the rental without a refund if it reasonably believes that a rider is impaired.

Personal belongings

I understand that clothing and personal belongings may become dirty, wet, damaged, lost or stolen.

I am responsible for protecting phones, jewellery, glasses, clothing and other personal property.

To the fullest extent permitted by applicable law, the rental company is not responsible for ordinary loss or damage to personal belongings unless caused by liability that cannot legally be excluded.

Emergency assistance

If the renter becomes ill or injured, I authorise the rental company and its staff to:

- Provide reasonable first aid
- Stop the renter from continuing
- Contact an emergency contact
- Contact emergency medical services
- Arrange transportation to an appropriate healthcare facility
- Share relevant information with emergency responders
- Take reasonable action to protect the renter’s immediate safety

I understand that the rental company cannot guarantee that an emergency contact will be reached before assistance is provided.

I accept responsibility for medical, ambulance and treatment expenses unless applicable law or legally established liability requires otherwise.

Assumption of risk

I knowingly and voluntarily accept the ordinary and inherent risks associated with snowmobile riding.

I accept responsibility for injuries, losses or complications caused or materially contributed to by:

- Relevant information I concealed or provided inaccurately, including my age, licence or riding experience
- A health condition or limitation I failed to disclose
- My failure to follow trail rules, guide instructions or the rental company's area limits
- My decision to ride in avalanche terrain, closed areas or on frozen water without approval
- My failure to inspect the snowmobile or report a problem
- My navigation, fuel or weather decisions on an unguided rental
- My reckless, unlawful or prohibited conduct
- My participation while impaired or medically unfit

Liability release

To the fullest extent permitted by applicable law, I release **[Snowmobile Rental Company Name]** and its owners, directors, guides, trip leaders, mechanics, rental staff, employees, contractors and representatives from claims arising solely from:

- Ordinary and inherent snowmobile riding risks knowingly accepted in this form
- Relevant information I concealed or provided inaccurately
- My failure to follow reasonable safety rules, trail rules or instructions
- Riding outside approved areas, including avalanche terrain, closed areas and frozen water without approval
- Unauthorised operation, or incorrect use of the snowmobile or equipment
- My reckless, unlawful or prohibited conduct
- The conduct of another rider or trail user, or weather and snow conditions, outside the rental company's reasonable control

This release does not exclude or limit liability that cannot legally be excluded or limited.

It does not apply to fraud, intentional misconduct, gross negligence, reckless conduct, breaches of mandatory safeguarding duties, violations of mandatory consumer rights or any other liability that applicable law prohibits the rental company from waiving.

Privacy and recordkeeping

I understand that the rental company may collect and retain information where reasonably necessary to:

- Register and identify renters

- Confirm consent and eligibility
- Manage bookings and activities
- Understand relevant health or support needs
- Maintain safety and incident records
- Respond to injuries, complaints or legal claims
- Meet insurance, safeguarding and legal obligations

Information will be handled according to the rental company's privacy notice and applicable data-protection laws.

Final declaration

By completing and signing this form, I confirm that:

- I have read and understood the entire waiver.
- The information provided is complete and accurate.
- Each operator meets the age and licence requirements that apply.
- I understand that snowmobile riding may cause serious injury or death.
- I understand the risks of avalanche terrain, frozen water and cold exposure.
- I understand and accept the ordinary and inherent risks.
- I will inspect the snowmobile and report any problem immediately.
- I agree to follow all trail rules and staff instructions.
- I accept responsibility for damage, recovery and other charges as described in this form.
- I will not ride while impaired or medically unfit.
- I authorise reasonable emergency assistance where necessary.
- I had an opportunity to ask questions before signing.
- Participation is voluntary.
- I understand that this form does not remove rights or protections that cannot legally be waived.

Renter completion

Contact details

First name *

Last name *

Phone

Email *

Type of rental *

- ◯ Guided tour
- ◯ Unguided rental

Snowmobile experience *

- ◯ First time
- ◯ Some experience
- ◯ Experienced on trails
- ◯ Experienced off-trail or in mountains

Licence or safety certificate number, where required

☐ I have read, understood and agree to the Snowmobile Rental Liability Waiver and Assumption of Risk above. I confirm that the information provided is accurate, that I am authorised to sign for the renter where applicable and that I voluntarily accept the risks of snowmobile riding. *

Signature *