

## **Tracked Out Backcountry LLC Acknowledgment of Risk Form**

The undersigned recognizes the element of risk in any adventure, sport, or activity associated with the outdoors. The undersigned is fully aware of the risks inherent in operating snowmobiles conducted on National Forest System (NFS) lands, including but not limited to bodily injury, death, and loss of personal property. The undersigned understands that the possible consequences of participating in this activity include serious injury or death.

The undersigned has the necessary skills and ability to participate in operating a snowmobile on a tour conducted by Tracked Out Backcountry, L.L.C. on NFS lands and assumes full responsibility for bodily injury, death, and loss of personal property as a result of the undersigned's negligence in participating in operating a snowmobile on a tour conducted by Tracked Out Backcountry L.L.C. on NFS lands, except to the extent that the bodily injury, death, or loss of personal property may be due to the negligence of Tracked Out Backcountry, L.L.C.

The undersigned also agrees to abide by the rules or instructions given to the undersigned either verbally or in writing by Tracked Out Backcountry, L.L.C.. The undersigned further understands that Tracked Out Backcountry, L.L.C. reserves the right to refuse to allow any person to participate in this activity who is judged to be incapable of meeting the rigors and requirements of participation.

The undersigned has read, understood, and accepted the terms and conditions in this agreement. The undersigned's participation in operating a snowmobile on a tour conducted by Tracked Out Backcountry L.L.C. on NFS lands is purely voluntary, and the undersigned elects to participate in spite of the risks. If the undersigned files a lawsuit against Tracked Out Backcountry, L.L.C. in connection with operating a snowmobile on a tour conducted by Tracked Out Backcountry, L.L.C. on NFS lands, the undersigned agrees to file solely in the State/ Commonwealth of Utah and agrees that the substantive law of that state shall apply in that lawsuit without regard to the conflict of laws rules of that state. The undersigned agrees that if a portion of this agreement is found to be unenforceable, the remaining portions shall remain in effect.

---

**Participant 21 Years of Age or Older Signature Date**

---

**Print Name**

---

**Participant Under 21 Years of Age (signature of parent/legal guardian required) Signature Date**

---

**Print Name**

---

**Signature of Parent/Legal Guardian      Date**

---

**Print Name of Parent/Legal Guardian**