



OPERATORS AND PASSENGERS (WAIVER)

SNOWMOBILE OR SNOW MACHINE AND ANY OTHER EQUIPMENT (USING THIS TRAIL)

PLEASE READ THIS CAREFULLY BEFORE USING THIS TRAIL

THIS IS A WAIVER OF LIABILITY AND YOU ARE BOUND BY ITS TERMS AND CONDITIONS BY OPERATING OR BEING A PASSENGER ON A SNOWMOBILE, SNOW MACHINE OR ANY OTHER EQUIPMENT ON THE SNOMAN TRAIL SYSTEM. IT CONTAINS PROVISIONS WHICH SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS AND IT IMPOSES RESPONSIBILITIES UPON YOU.

Operation of a snowmobile and or snow machine and any other equipment on this trail is an inherently risky off-road activity that occurs in frequently changing and unpredictable environments. By using this trail system created and maintained by Snoman (Snowmobilers of Manitoba) Inc. and its affiliated associations (collectively called "Snoman") and in consideration of Snoman allowing you to use such trail system, you agree to be bound by the following terms and conditions.

Prior to using any SNOMAN affiliated trail, you will check trail conditions through SNOMAN's website at www.snoman.mb.ca or by calling (204) 940-7533 and use only open trails.

YOU ACKNOWLEDGE THAT YOU WILL AT ALL TIMES BE USING THE SNOMAN TRAIL SYSTEM AT YOUR OWN RISK. IN BEING ALLOWED TO USE THE TRAIL SYSTEM YOU AGREE TO OPERATE YOUR SNOWMOBILE OR SNOW MACHINE AND ANY OTHER EQUIPMENT IN A MANNER WHICH IS SAFE FOR ALL USERS, ABIDE BY THE FEDERAL, PROVINCIAL, CLUB AND TRAIL RULES AND TAKE PERSONAL RESPONSIBILITY FOR YOUR ACTIONS.

You also agree to waive every claim which you might have, now or in the future, as against: (i) any landowners (including the Province of Manitoba) on which Snoman's trail system operates; (ii) MPI or its directors, officers, employees, agents or delegates; and (iii) Snoman and its affiliated associations, volunteers, members, directors, officers, employees, agents or delegates (collectively, the "Indemnified Parties"), including but not limited to, claims either directly or indirectly relating to death, injury to persons, loss or damage to property, economic loss or incidental or consequential damages in connection with the use of the Snoman trail system notwithstanding that the same may have been caused by, or contributed to, the negligence or gross negligence of any of the Indemnified Parties.

You agree that if any other persons are permitted to operate or ride on the snowmobile or snow machine and any other equipment on these trails that you will advise such persons that they are also subject to the Waiver of Liability set out above, and that by operating or riding on such snowmobile or snow machine and any other equipment they agree to such Waiver of Liability. You further agree to save harmless and indemnify each of the Indemnified Parties from and against every claim which may be advanced by any operators or riders of such snowmobiles or snow machines and any other equipment or any third party, including but not limited to, claims either directly or indirectly relating to death, injury to persons, loss or damage to property, economic loss or incidental or consequential damages or infringement of rights (including, without limitation, privacy rights), notwithstanding that the same may have been caused by, or contributed to, the negligence or gross negligence of the Indemnified Parties.

THIS WAIVER OF LIABILITY AND INDEMNITY SHALL BE BINDING UPON YOU AND YOUR PASSENGERS AND COLLECTIVELY YOUR HEIRS, EXECUTORS, ADMINISTRATORS, SUCCESSORS AND ASSIGNS.

BY USING THIS TRAIL SYSTEM YOU CONFIRM YOUR ACCEPTANCE OF THESE TERMS AND CONDITIONS.

12/13/2011