

## GUIDED SNOWMOBILE LEASE AGREEMENT

This Guided Snowmobile Lease Agreement ("Agreement") is made and entered into this 19<sup>th</sup> day of December, 2024, by and between Henry B. Babson and Farrington R. Carpenter Civic Improvement Foundation for Hayden, Colorado, a Colorado nonprofit corporation, ("Lessor") and Clay Hockel, and individual doing business as Thunderstruck Adventures, ("Lessee").

In consideration of the payment of rent and the performance of the covenants and agreements set forth in this Agreement, and subject to the terms and conditions set forth below, the Lessor hereby leases to Lessee, for guided snowmobile tours only, the property located in Routt County, Colorado and described on the Map, **Exhibit A**, attached hereto, and the legal description provided below, which is referred to herein as "the Property". The Property consists of three parcels totaling approximately 2,089.56 acres of land which Lessee shall have access to in full. The Property is situated at Mile Marker 17 on County Road 80, Northeast of the Town of Hayden in Northwest Routt County, State of Colorado, described as Parcel ID's - 917341001, 926024001 and 917354001.

**Parcel ID 917341001:** LOTS 2 & 3, SE4NW4, E2SW4, SW4SW4, SW4NE4, W2SE4, SE4SE4, SEC 3-8-87, S2SE4, SEC 4-8-87, N2NE4, SEC 9-8-87, TRS 54 & 55, SEC 27 & 34-9-87, TRS 59 & 60, SEC 34-9-87, TOTAL = 969.56 AC

**Parcel ID 926024001:** LANDS IN 8-87: W2SW4, SEC 1, S2NE4, S2SW4 & SE4, SEC 2, N2 & N2S2, SEC 11, W2NW4, SEC 12, TOTAL = 960 AC

**Parcel ID 917354001:** TR 58, SEC 35-9-87, TOTAL = 160 AC

### ARTICLE 1: TERM & RENT

1.1 **Term.** This Agreement shall be for a term of approximately **4 months**, commencing **December 19, 2024**, and continuing through **April 2, 2025** (the "Term"). Lessee's entry to land for guided snowmobile tours will commence on **December nineteenth** and Lessee shall vacate the land by **April second** ("Tour Period").

1.2 **Rent.** The annual rent to be paid during the Term of this Agreement ("Rent") shall be [REDACTED] [REDACTED]. Rent shall be paid in two installments. The first installment of \$ [REDACTED] shall be paid and received by **January 1, 2025**. The second installment of \$ [REDACTED] shall be paid and received by **February 15, 2025**. All payments can be made in the form of cash or check, hand delivered or mailed to Lessor at P.O. Box 965, Hayden, CO 81639. Copies of Lessee's proof of insurance, as required by Section 3.12 below, should be delivered with Rent, on or before the same date, hand delivered or mailed to the same address.

1.3 **Late Payment.** If payments of Rent installments are not timely received by **January 1, 2025** and **February 15, 2025** during the Term, Lessee shall incur a penalty of three hundred dollars (\$300). Lessor, at its sole discretion, may provide Lessee with ten (10) days' notice to complete

payment, including the penalty, or may issue notice of termination of the Agreement. All payments are deemed paid upon the postmark of a mailing or upon personal delivery to the Lessor.

## ARTICLE 2: USE

**2.1 Guided Snowmobile Tours Only.** This Agreement grants Lessee the right to operate its snowmobile tour business on the Property during the Tour Period subject to the terms and conditions of this Agreement. Lessee shall also have the right to access the Property, upon scheduled written approval from Lessor, outside of the Tour Period, for inspection, maintenance, repair, and preparation purposes.

**2.2 Exclusive Use.** Lessee shall have the exclusive right to use the Property for snowmobile tours during the Tour Period. Lessee shall promptly report all unauthorized use during the Tour Period to Lessor, which shall take reasonable steps to prevent further unauthorized use. However, Lessee acknowledges that the Property may be utilized by others for non-snowmobile purposes during the Tour Period.

**2.3 Roads and Shared Access.** Lessee shall have the right to access all of the roads and trails located within the Property. Lessee acknowledges that its use of roads and trails is not exclusive, and that Lessee will share the roads and trails in a respectful manner. The roads on the Property are subject to easement and can be used by others. Some roads pass outside of the Property and are also subject to recorded easements between Lessor and adjacent landowners. Lessee agrees to respect the adjacent properties by staying on the roads and sharing the roads with others as necessary. The attached **Exhibit B** includes a detailed map of the roads, detailing which roads are shared.

**2.4 Written Waivers and Release of Liability.** Lessee agrees that every individual entering the Property pursuant to this Agreement, for any reason, shall execute a written waiver and release of liability, a copy of which is attached hereto as **Exhibit C**. Lessee shall retain copies of each waiver and release of liability form for the entirety of the Term which shall be available to Lessor upon reasonable request.

**2.5 Guided Snowmobile Tour Operation.** Lessee may operate its guided snowmobile tour business on the Property so long as it remains in compliance with this Agreement and applicable law. Lessee shall remain in compliance with its land use permits at all times. Lessee shall provide Lessor with copies of its general liability insurance which shall name Lessor as an additionally insured party. Additionally, all individuals brought onto the Property by Lessee shall be required to sign the waiver attached as **Exhibit C**.

**2.6 Supervision and Management.** Lessee shall supervise all invitees at all times. Lessee is responsible for knowing how many individuals will be on the Property at any given time and is responsible for coordinating all individuals or groups to ensure their safety. Lessee shall indemnify and hold harmless the Lessor for any injuries, disputes, and any damages caused by Lessee's failure to coordinate snowmobiling activities on the Property.

**2.7 Adequate Snow Cover.** Lessee agrees to limits its use of the Property to areas that are adequately covered in snow to avoid damage to the Property and to ensure the safety of its invitees. Lessee shall be responsible for any damage caused to the Property due to Lessee operations.

**2.8 No Guarantee of Snow.** Lessee agrees and acknowledges that snowfall is unpredictable and not guaranteed. Lessor makes no warranty that the Property will have adequate snowfall to facilitate snowmobiling during the entirety of the Tour Period. Lessor shall not be held liable for any lost revenue due to inadequate snowfall. Lessee is not entitled to a refund for days in which Lessee cannot operate its guided snowmobile tours due to lack of snow.

**2.9 Off-Season Maintenance.** Lessee shall be given access to the Property at a designated date and time to conduct a review of the Property, remove any personal property left behind, and to conduct any maintenance or repairs necessary to prepare for the next Tour Period. Lessee agrees and acknowledges that other lessees of Lessor may be present on the Property at that time and that Lessee will make all reasonable efforts not to interfere with any other operations encountered on the Property.

**2.10 Tour Information.** Lessee shall provide Lessor with an estimated maximum number of individuals who will be provided access to the Property during the Tour Period. These estimates shall include numbers of individuals estimated to be on the Property on a daily, weekly, monthly, or per tour basis. These estimates shall be provided to Lessor by December 1<sup>st</sup> of each year. A final accounting of the number of individuals that utilized the Property shall be provided to Lessor by May 1<sup>st</sup> of each year.

**2.11 Audit.** Lessee agrees to maintain accurate books and records related to its operations under this Agreement. If Lessee fails to provide accurate head counts or copies of waivers for any invitees, Lessor shall have the right, upon reasonable notice, to review Lessee's books and records.

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### ARTICLE 3: GENERAL TERMS AND CONDITIONS

**3.1 Condition of Property.** Lessee acknowledges that it has had the opportunity to inspect the Property and the Property is in good condition and is "as represented" by Lessor. Additionally, Lessee acknowledges that the Property has been accepted "as is" for the purposes of this Agreement and Lessor waives any and all warranties of any kind whatsoever, whether express or implied, related to the condition of the Property, including but not limited to the warranty of fitness for a particular purpose.

**3.2 Maintenance of Premises.** Lessee shall, at its own expense, and at all times, maintain the Property in good and safe condition, including all existing appurtenances and any other systems or equipment attached to the Property. In the event Lessor is required to make repairs to the Property or appurtenances due to misuse, negligence, or overuse by Lessee or Lessee's invitees, the Lessee agrees to immediately reimburse Lessor for any costs incurred to make the necessary repairs. Appurtenances include, but are not limited to, all roads, ditches, gates, locks, culverts, drainages, streams, creeks, waterways, pasture, and forest.

3.2(a) Tree removal. Lessee is responsible for removing any and all tree fall obstructing any roads on the Property as necessary for use of the Property. Lessee may remove down timber or "standing dead" for the purpose of safety, when necessary, which may be used for basic camp activities or temporary improvements.

3.2(b) Supervision. Lessee shall supervise all Lessee's invitees to the Property and to ensure that Lessee's invitees maintain the Property and all appurtenances thereon in a good and safe condition. Any damage to the Property due to the actions of Lessee's invitees is the responsibility of Lessee.

3.2(c) Spread of Noxious Weeds and Disease. Lessee shall take reasonable care to avoid the introduction of noxious weeds or communicable diseases that may be spread by any means, including failure to clean gear or pack animals before entering the Property. Lessee agrees to inspect all gear and animals before entering the property to protect all from disease and introduction of noxious weeds. Lessee is liable for any introduction or spread of disease or weeds on the Property caused by the actions or omissions of Lessee, its employees, assigns, invitees, or sublessees.

**3.3 Hazardous Materials.** Lessee shall not permit any Hazardous Materials to be brought onto, stored, used, or disposed of in, on, or about the Property, except in small quantities for use in automobiles, equipment, recreational vehicles, and recreational equipment, such as firearms, which shall be utilized in compliance with all applicable law. Primary storage and refueling is prohibited on the Property.

3.3(a) Hazardous Materials include any item or chemical that can harm people, animals, or the environment or as otherwise defined by the Environmental Protection Agency. For the purposes of this Agreement, Hazardous Materials also includes hazardous substances, hazardous waste,

extremely hazardous waste, or hazardous substance as defined by local, state, or federal law. For example, Hazardous Material includes, but is not limited to, all petroleum products, fuels, polychlorinated biphenyls, and radioactive materials.

3.3(b) Indemnification. If the Property becomes contaminated in any manner due to the actions or omission of Lessee, its invitees, employees, agents, successors, or assignees, Lessee shall indemnify, defend, and hold harmless Lessor and Lessor's officers, directors, shareholders, managers, members, agents, and employees from any and all claims, damages, fines, judgments, penalties, costs, liabilities, or losses, including without limitation any decrease in value of the Property, arising during or after the Term of this Agreement. The costs listed under this section include, costs of cleanup, remediation, removal, and any restoration necessary whether required by law or not.

**3.4 Pets, Pack Animals, and Livestock.** Lessee is responsible for supervising and managing any animals brought on to the Property to support its operations. All pets, pack animals, and livestock must be kept in the confines of the Property. Lessor is not liable for any animals who are lost or injured on adjacent property. Lessee brings pets, pack animals, and livestock on the Property at its own risk.

**3.5 Alterations.** Lessee is prohibited from making any permanent alterations, additions, or improvements to the Property without prior written consent of Lessor. Specifically, Lessee shall not change or alter any waterways or cut down any live or growing trees. All temporary improvements, including lodging and camping site setup, shall be installed and maintained in a respectful and careful manner and shall be removed at the end of each Hunting Period without damage to the Property unless otherwise Lessee receives prior written approval from Lessor.

**3.6 Good Housekeeping.** Lessee agrees to maintain good housekeeping practices at all times. Any materials or items brought to the leased premises will be stored in an orderly fashion or removed from the Property when not in use. Any trash, litter, or debris will be removed from the leased premises when not attended or at the end of the Hunting Period.

**3.7 Mineral & Natural Resource Rights.** Nothing in this Agreement shall confer upon the Lessee any right to minerals underlying the Property or the natural resources on the Property. Such rights are hereby reserved by the Lessor together with the full right to enter upon the premises and to extract and remove any minerals or natural resources in any manner or time Lessors sees fit. Lessor may engage in contracts for extraction and removal of minerals and natural resources without the approval of Lessee. Lessor agrees to compensate Lessee for any actual damage Lessee may suffer from these activities and allow Lessee to terminate the Agreement if development of mineral resources materially interferes with Lessee's ability to make a profit on its operations as anticipated under this Agreement.

**3.8 Compliance with Applicable Law.** Lessee shall conduct all activities on the Property in a lawful manner. Lessee shall remain in compliance with all regulations, ordinances, and statutes

required by local, state, and federal law. Lessee shall comply with all fire restrictions and is responsible for educating its invitees of proper fire safety.

**3.9 Changes in Law.** Lessor acknowledges that changes in the laws or regulations of the State of Colorado or other governmental entity may materially limit Lessee's use of the Property. In the event changes in law or regulations materially limit Lessee's use of the Property, Lessee may terminate this Agreement on or before January 1<sup>st</sup> of the year in which the new laws or regulations take effect by providing written notice to Lessor. If changes in law or regulation impact Lessee's ability to make a profit under the terms of this Agreement, Lessor agrees to make a reasonable effort to renegotiate the terms to allow for Lessee to operate at a profit.

**3.10 Entry and Inspection.** Lessor reserves the right to enter upon the Property with reasonable notice for any purpose, including inspection, maintenance, repairs, extraction and management of minerals and natural resources, and at any time. Lessor may invite law enforcement or regulatory agencies onto the Property at any time.

**3.11 Assignment and Subletting.** Lessee shall not assign this Agreement or sublet the management of any portion of the Property without prior written consent of the Lessor. Upon approval of any assignment or sublease, Lessee shall remain liable for all terms of this Agreement and responsible for coordination and supervision of said sublessee or assignee.

**3.12 Insurance.** Lessee shall purchase and maintain in effect a policy or policies of liability insurance to cover all activities that Lessee may operate or permit to operate on the Property in an amount not less than \$1,000,000.00 per person, \$2,000,000.00 per event, and with \$100,000.00 of property damage coverage. Such insurance shall list the Lessor as an additional named insured. Lessee shall also maintain all other insurance required by law. Lessee will provide the Lessor with a copy of the certificate of liability insurance on or before July 1<sup>st</sup> each year of the Term and Lessee agrees to keep such insurance in effect at all times covered by this Agreement. The Lessee shall have the right to prior notification of any change or termination in the subject insurance policies.

**3.13 Indemnification.** Lessee shall assume all risk of loss or damage to the Property, damage to personal property, or injury to or death of persons resulting from the use of the Property by Lessee or by any persons allowed on the Property by Lessee pursuant to this Agreement. Additionally, Lessee shall indemnify and hold harmless Lessor and its members, managers, officers, directors, employees, agents, and other representatives against any liability or claim that may arise from Lessee's activities upon, use and occupancy of the Property and/or from any persons, including, but not limited to, all customers of Lessee, such indemnification to include, but not be limited to, any liability or claim for injury or death of persons, or damage to property, and Lessee shall reimburse Lessor for all reasonable expenses and costs, including attorney fees, incurred by Lessor in investigating and defending against any such indemnified claim. Lessee's indemnification shall extend to any claims arising from the actions of any of Lessee's agents, employees, guides, outfitters or contractors, and the actions of any of Lessee's customers, or other persons that Lessee has allowed on the Property, arising from any condition of Lessee's equipment, the Property or any

improvements thereto. Lessee is also responsible for ensuring that its agents, employees, contractors, and all other licensees and invitees shall comply with all laws and regulations imposed by the federal government, the State of Colorado, or any local governmental entity.

**3.14 Loss of Property.** If the Property is taken through eminent domain or legally condemned which materially impacts Lessee's rights under this Agreement or prevents either party from performing under this Agreement, this Agreement shall terminate without fault. Any prepaid Rent shall be prorated as reasonably necessary dependent on the date of the taking or condemnation.

**3.15 Encumbrance.** Lessee has no right to encumber the Property or any appurtenances. Lessee shall not create or permit to be created, and shall promptly discharge, any such lien (including, but not limited to, any mechanic's, contractor's, subcontractor's or material man's lien or any lien, encumbrance or charge arising out of any conditional sale, title retention agreement, chattel mortgage, security agreement, financing statement or otherwise) upon the premises or any part thereof or the income there from.

**3.16 Termination.** This Agreement may be terminated by either party upon sixty (60) days' notice in writing. Lessor may immediately terminate this Agreement upon notice of any violation of law by Lessee or its invitees, employees, or agents on the Property. Lessor shall have the right to terminate this Agreement upon ten (10) days' notice if Lessee fails to pay Rent on time for any year in the Term.

**3.17 Expiration of Lease.** Lessee shall vacate the Property at the end of the Term, as detailed in Section 1.1, and shall leave peacefully and remove all equipment, temporary alterations, and all other personal property owned by Lessee or its invitees. Any property of Lessee's not removed by the termination date shall be deemed abandoned and may be appropriated, sold, destroyed, or otherwise disposed of by Lessor without notice.

#### ARTICLE 4: MISCELLANEOUS

**4.1 Waiver of Breach.** Waiver by either party of any breach of any covenants or duty of the other party under this Agreement is not a waiver of a breach of any other covenant or duty of the opposing party, or of any subsequent breach of the same covenant or duty.

**4.2 Notice.** Whenever notice is required to be given by this Agreement, the same shall be in writing and shall be given to the party entitled thereto by delivering or mailing or emailing the same to said party. If notice is given by delivery, notice shall be effective and complete on the date of delivery. If notice is given by mail, mailing shall be by certified mail, return receipt requested, and notice shall be effective and complete on the date of mailing. Until changed by notice as herein provided, notice shall be given to the parties at the following addresses:

**Lessor:** Henry B. Babson and Farrington R. Carpenter Civic Improvement Foundation for Hayden, Colorado

**Lessor Representative:**

Dallas R. Robinson, President  
c/o Christine Epp, Treasurer  
P.O. Box 965  
Hayden, CO 81639  
Phone: (970) 819-1924

**Lessee:**

Clay Hockel  
d/b/a Thunderstruck Adventures  
2740 Lincoln Ave #3  
Steamboat Springs, CO 80487  
Phone: (970) 237-3523  
Cell: (507) 832-9186  
Email: caly@thunderstruckfilms.com

**4.3 Alternative Dispute Resolution.** In the event of a dispute between the parties arising under this Agreement, the parties agree to make reasonable efforts to resolve such dispute. In the event the parties cannot resolve the dispute themselves, they agree to participate in non-binding mediation prior to the filing of any civil action. Should mediation fail, the Parties agree to resolve any dispute through binding arbitration through the American Arbitration Association (AAA) or the Judicial Arbitrator Group (JAG Inc).

**4.4 Attorneys Fees.** In the event of any suit or arbitration to enforce any provision of this Agreement or to collect any sums payable under this Agreement, or in the event of any suit arising by reason of a default by either Lessor or Lessee or anyone claiming under either of them hereunder, or in the event either party hereto is made a party to a suit because of this Agreement, then the party who substantially prevails in such suit shall be entitled to recover all reasonable attorney's fees and other expenses incurred by the prevailing party in connection with such suit.

**4.5 Counterparts.** This Agreement may be executed in various counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument.

**4.6 Force Majeure.** In the event Lessee cannot engage in the activities contemplated under this Agreement, for reasons beyond Lessee's control including, but not limited to, pandemics, acts of war, fires or other acts of God, and governmental travel restrictions (but not including weather related road closures), Lessor agrees to renegotiate this Agreement to reflect terms profitable to both parties. In the event Lessee cannot engage in the activities contemplated under this Agreement in any capacity, Lessor agrees to allow Lessee to terminate the Agreement.

**4.7 Applicable Law.** The laws of the State of Colorado shall govern the interpretation, validity, performance and enforcement of the Agreement. The venue for any legal action regarding the interpretation or enforcement of this Agreement shall be exclusively in the District Courts of Routt County, Colorado.

**4.8 Severability.** If any provision of the Agreement is held invalid and unenforceable, the remaining provisions shall nevertheless remain unaffected and continue in full force and effect as valid and enforceable.

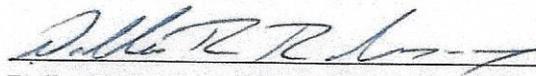
**4.9 Modifications.** A modification or waiver of any of the provisions of the Agreement shall be effective only if made in writing and executed with the same formality as the Agreement. The failure of either party to insist on strict performance of any of the provisions of the Agreement shall not be construed as a waiver of any default.

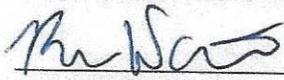
**4.10 Complete Agreement.** This Agreement contains the entire understanding of the parties respecting the subject matter hereof. There are no representations, warranties, covenants or undertakings other than those expressly set forth herein.

Executed this 19<sup>th</sup> day of December, 2024.

Lessor:

Henry B. Babson and Farrington R. Carpenter Civic Improvement  
Foundation of Hayden, CO

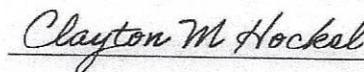
 12-22-24  
Dallas R. Robinson, President

  
Ryan Wattles, Vice President

P.O. Box 965  
Hayden, CO 81639

Lessee:

Clay Hockel, d/b/a Thunderstruck Adventures

 12-22-2024

Clay Hockel, d/b/a Thunderstruck Adventures, Owner

2740 Lincoln Ave #3  
Steamboat Springs, CO 80487

*Changes Approved  
12/31/24  
Dallas R. Robinson DR*

*CH*

**EXHIBIT A**

Babson Carpenter Property

*(The Babson Carpenter Property is the area shown within the red boundary lines)*

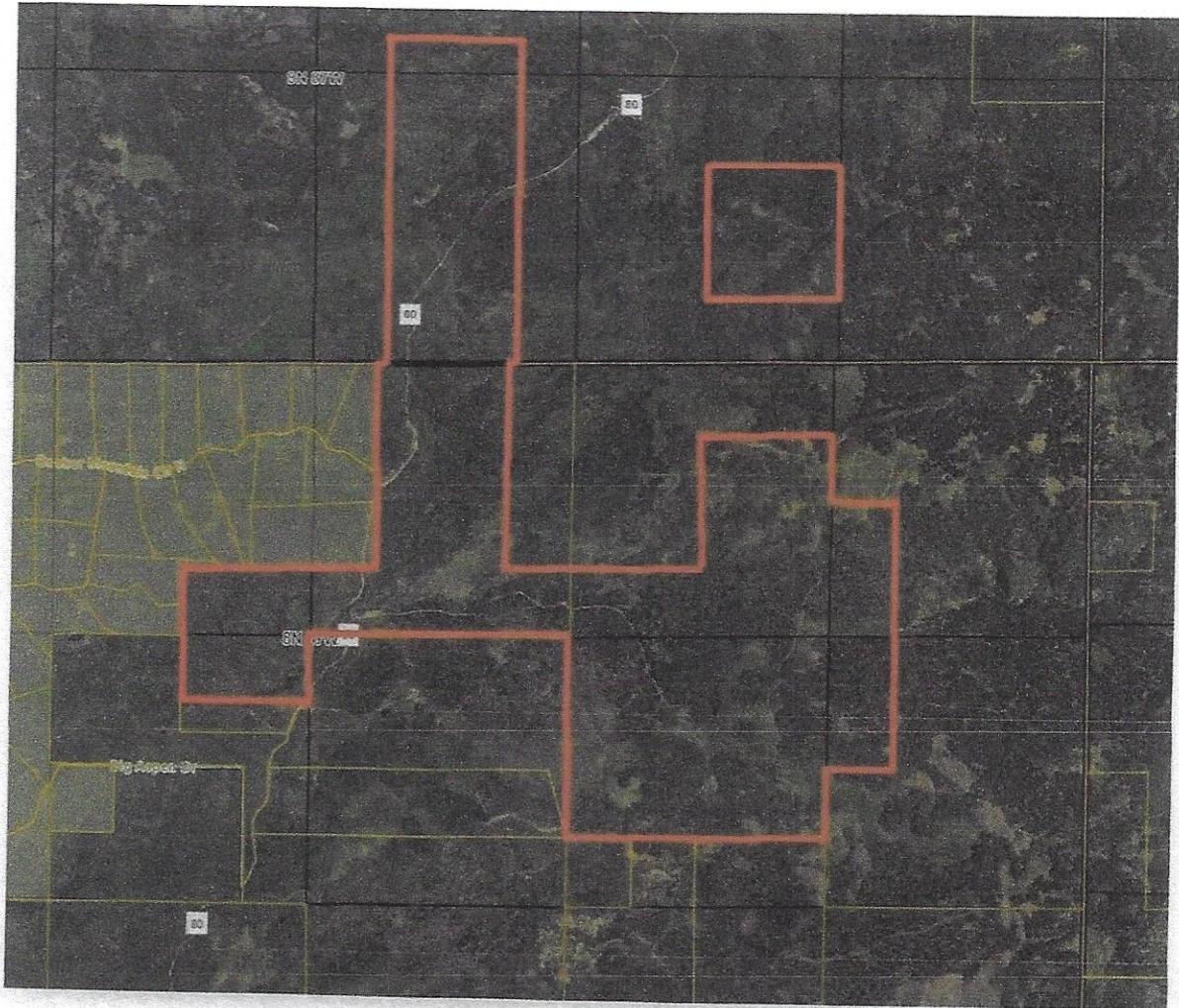
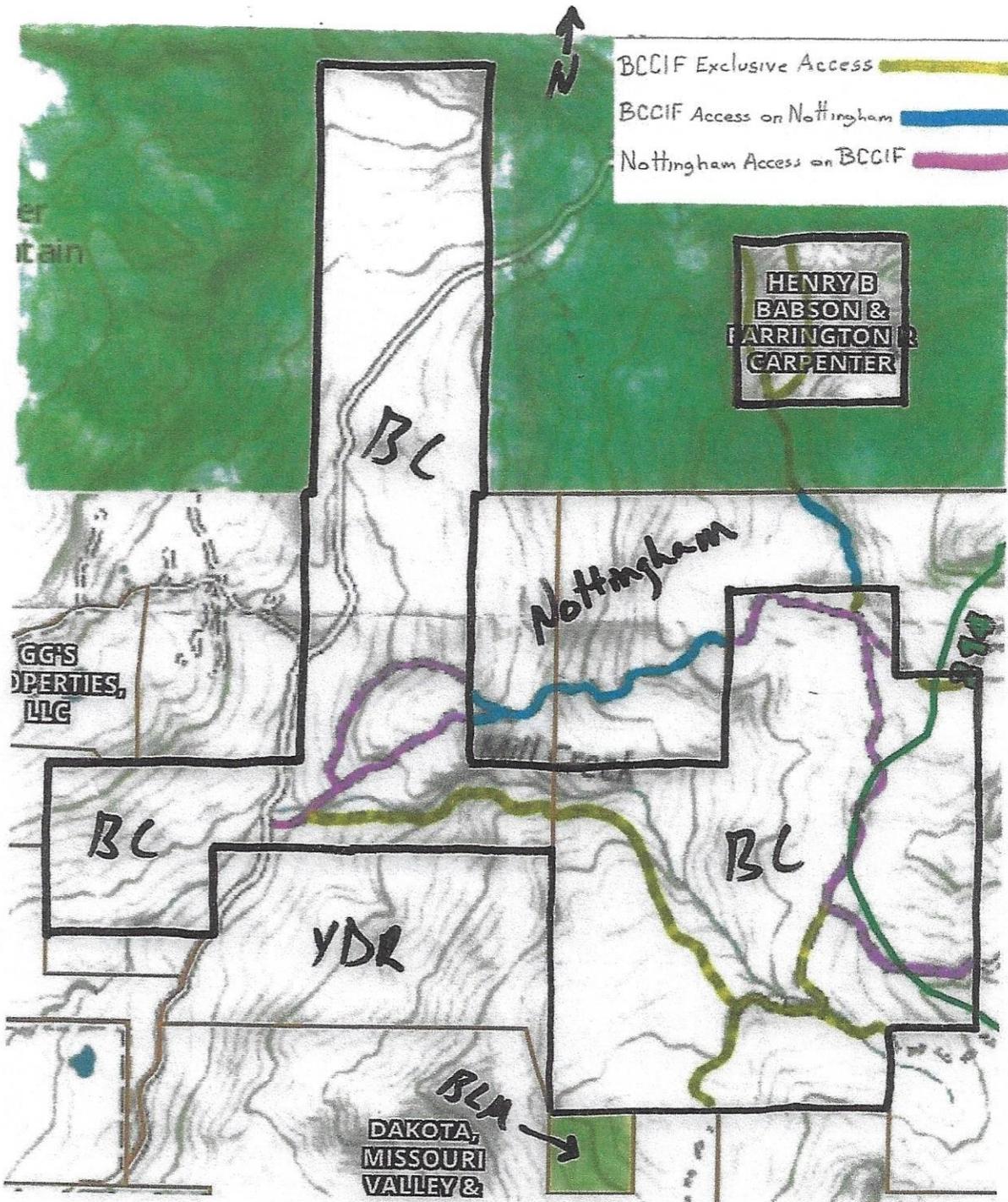


EXHIBIT B



## Exhibit C

I, [[signer\_full\_name]], agree to Thunderstruck Adventures Damage Deductible Policy. By signing below I agree to cover up to \$2,000 in damages to any property owned by Thunderstruck Adventures, including snowmobiles, trailers, radios, beacons, helmets, etc. I understand this will also apply if any items are lost while in my possession. I understand if I am signing for a minor I will also be responsible for the cost of any items damaged in their possession. I understand I will be billed and charged accordingly for any damage incurred while property is in my possession.

### PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Thunderstruck Adventures, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "TSA"), I hereby agree to release, indemnify, and discharge TSA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows: I acknowledge that my participation in the pro ride media package and/ or rental of any form of machinery or safety equipment from TSA 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: there is the possibility of rough terrain; it is possible that riders could be injured if they come into contact with other riders or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; riding on uneven terrain, changing weather conditions and variations in elevations; loss of control of the machine; major injuries are a risk as well as possible death; collision with fixed or moveable objects; collisions, and flipping over; 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.

1) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless TSA from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TSA's equipment or facilities, including any such claims which allege negligent acts or omissions of TSA.

2) I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless landowners that TSA engages in property leases with from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of TSA's equipment or facilities, including any such claims which allege negligent acts or omissions of TSA. These landowners include the Henry B Babson & Farrington R Carpenter Civic Improvement Foundation and Nottingham Livestock Company.

3) Should TSA 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.

- 4) I verify 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.
- 5) I understand that TSA is under no obligation to provide guidance, recommendations, or instruction of where to ride, how to ride or any other related subjects while renting machinery from them.
- 6) I am aware that the machinery rentals from TSA only consists of my ability to use the machinery, and no other services are provided by TSA.
- 7) I assume all risk with of who I choose to ride with and who I use to transfer rental machinery between locations. I do not expect or am I under any impressions that any associates of TSA will provide assistance with getting machinery unstuck, transporting machinery, transporting individuals, providing guidance or instruction of where to ride, who to ride with, etc., or any other related tasks.
- 8) I understand that I am riding at my own risk and will not hold TSA responsible for my actions.
- 9) I agree to bring the machinery back with a full tank of gas or be charged accordingly for having TSA refuel it.
- 10) I understand that I am riding at my own risk and will not hold TSA responsible for my actions while TSA is filming or shooting still photos of me or anyone else on the snow in the same general area as any TSA photographers.

By signing this document, I acknowledge that if I OR 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 TSA on the basis of any claim from while I have released them herein. I have had sufficient opportunity to read this entire document and understood it, and agree to be bound by its terms.