

## 2019 VAST TMA Legal Agreement

In order to protect landowners who make their lands available for recreational uses by the public, Vermont has passed legislation limiting the liability of such landowners. This includes the use of private property for snowmobiling. When a landowner makes their land available for recreational purposes, and does not charge a fee to the users, Vermont law provides that the landowner shall not be liable for any property damage or personal injury arising from the use of the land, unless the landowner intentionally causes the property damage or personal injury. As a result, the landowner is not presumed to have made any assurance that the land is safe for recreational uses, nor does it create any duty on a landowner of land to inspect the land to discover any dangerous conditions. Thus you, as a member of VAST, when using any of the trails which constitute the Statewide Snowmobile Trail System (SSTS) use the SSTS at your own risk. You must take care to use them with caution and due regard for your own safety and that of others using the SSTS. You are deemed to have assumed all of the risks inherent in the use of the SSTS for snowmobiling. You agree that neither the landowner or VAST has made any representation or assurance to you as to the relative safety or condition of the SSTS and that neither VAST nor the landowner are obligated to maintain the SSTS in a safe condition or to inspect the SSTS for safety purposes. As a member of a VAST snowmobile club, I the undersigned, owner of the snowmobile described above, declare that I am responsible for my use of SSTS in conformance with the snowmobile laws and rules of the State of Vermont and willingly accept all the risks inherent in such use.

I expressly acknowledge and accept that snowmobiling is an inherently dangerous activity. As an off-road experience, trail conditions may change without warning. I acknowledge that trail signage is not a legal requirement and that neither VAST nor the landowner have a duty to provide signage warning of potential trail hazards. When signage is provided, it is primarily for directional purposes. The provision of certain safety related signs, such as stop signs at certain intersections, does not impose a duty on VAST or a landowner to mark all safety hazards. When using the SSTS, I assume all risk of personal injury, death or property loss resulting from any cause whatsoever, including, but not limited to the risks, dangers and hazards of snowmobiling. VAST and the landowner shall not be liable for any such personal injury, death or property loss. I hereby waive, release and forever discharge VAST and any of its directors, officers, agents, servants and successors and the landowner from any and all claims for loss, damages, death, personal injuries, property damage, costs, contributions, or indemnification whatsoever on account of, or in any way arising out of the use of the SSTS, unless the same is the result of willful misconduct or intentionally caused by VAST or the landowner. I also agree that I will require any person to whom I lend or rent my snowmobile to read and agree to these disclaimers and to ensure they are aware of the risks mentioned above and will advise them that neither VAST, its member clubs nor the landowner shall bear any liability for any damages they could suffer while using the SSTS.