



Landowner Permission Form

For the Vermont Association of Snow Travelers, Inc.
26 Vast Lane • Barre, VT 05641 • 802.229.0005 • Fax 802.223.4316

Permission is hereby granted to the Vermont Association of Snow Travelers, Incorporated (VAST), to

..... *Name of County* County Snowmobile Club,
Incorporated, and to the *Name of Local Snowmobile Club* of,
..... *City/Town* Vermont to establish, maintain, and groom a snowmobile trail or trails upon property located in
..... *City/Town*, Vermont belonging to *Property Owner's Name* of
..... *City/Town/State*

The snowmobile trail(s) shall be established and maintained in an area acceptable to the landowner. No construction or major maintenance shall occur without the landowner's permission. Permission is further granted to VAST, to the fourteen Vermont county snowmobile clubs, to all affiliated local snowmobile clubs, and to their respective members to use the trail(s).

Permission extends for a period starting *Date* to *Date*

Permission is subject to the additional terms and conditions listed below, if none, enter "NONE".....
.....
.....

Vermont law limits the liability of landowners for personal injury and property damage sustained by a person operating a snowmobile or riding as a passenger to damage intentionally inflicted by the landowner unless the landowner charges the owner or operator of the snowmobile a cash fee for the use of the property. VAST agrees to maintain a policy of trails liability insurance with a policy limit of at least \$1,000,000 covering the landowner as an additional insured. VAST further agrees to defend the landowner or reimburse the landowner for the reasonable costs of defense in the event that a claim is made or a suit is brought as a result of a snowmobile accident on the landowner's property, unless the landowner charges a fee for the use of the landowner's property for the purpose of establishing and maintaining a snowmobile trails(s). A complete "Explanation of Landowner Rights and Protections" is printed on the reverse side of this document. **Neither this permission nor any use of the trail(s) established pursuant to this permission shall, under any circumstances, entitle VAST, any county snowmobile club, any local snowmobile club, or any member of any one or more such clubs, to claim any dedication, any right of adverse possession, any prescriptive easement, or any similar right with respect to any portion of the landowner's property.**

Dated this day of, 20.....
Day Month Year

Vermont Association of Snow Travelers, Inc.

Signature of landowner or landowner's duly authorized agent.

By:
..... *(Please Print Name)*

Its duly authorized agent for the limited purpose of negotiating and entering into landowner permission agreements.

Mailing Address:
.....
.....

Phone Number Phone Number

Explanation Of Landowner Rights and Protections

1. Landowner liability limited. The liability of landowners for personal injury or property damage sustained by snowmobile operators and their passengers is limited by statute. Specifically, 23 V.S.A. §3206 (d) provides as follows:

Landowner liability limited. No public or private landowner or their agents shall be liable for any property damage or personal injury sustained by any person operating or riding as a passenger on a snowmobile, or upon a vehicle or other device drawn by a snowmobile upon the public or private landowner's property, whether or not the public or private landowner has given permission to use the land, unless the public or private landowner charges a cash fee to the operator or owner of the snowmobile for the use of the property, or unless said damage or injury is intentionally inflicted by the landowner.

2. VAST will defend Landowner. In consideration for Landowner's granting VAST permission to locate and maintain one or more snowmobile trails and/or associated facilities upon Landowner's property and to permit snowmobiling thereupon, VAST agrees that if a claim is made or a legal action is brought against the Landowner for personal injury or property damage (or both) arising out of a snowmobiling accident occurring while using the VAST trail(s) located on Landowner's property, VAST will defend Landowner against the claim or legal action unless the claim arises in primary part from damages or injuries intentionally inflicted by Landowner. This obligation to defend and indemnify is null and void if the Landowner charges a fee to snowmobilers for the use of any portion of their property.

3. Trails liability insurance. VAST, the county snowmobile clubs, and all local snowmobile clubs affiliated with a county snowmobile club and VAST, are insured under a policy of insurance with a policy limit of at least One Million Dollars (\$1,000,000) covering, among other things, trail construction and maintenance and grooming operations. A copy of the policy is available upon request from VAST, whose address and telephone number are provided on the reverse side of this document.

4. Permitting. VAST will obtain all necessary permits for the construction and maintenance of the trail. VAST will indemnify and hold the Landowner harmless from any enforcement action that alleges that a required permit was not timely obtained. VAST will provide the Landowner with a copy of all permits obtained for work on their land.