

High Mountain Adventures, LLC.

ATV Contract

RELEASE AND WAIVER OF LIABILITY AGREEMENT/RENTAL CONTRACT

The lessee agrees to rent the vehicles and other equipment hereinafter referred to as Rental(s), described on above numbered invoice at the rates established by the Lessor, and to furnish the required deposits to the Lessor, which will be refunded upon the return of each Rental(s) in satisfactory condition. The lessee further agrees to pay for any and all damages caused by his/her negligence while in Lessee's possession and if the Lessee allows another party to use the Rental(s) during the time frame of this agreement. The lessee agrees to return the Rental(s) on or before the day and time indicated unless other arrangements have been made by mutual agreement of Lessor and Lessee. **There is NO REFUND for early returns.** Lessees agree to keep each Rental(s) in a safe place while unattended. Operating any High Mountain Adventures, LLC Rental(s) while under the influence of **alcohol or drugs is strictly prohibited** and will void the rental contract. **Rental term may be suspended at any time** if deemed necessary by High Mountain Adventures and/or any law enforcement agency.

1. Damages to Rental(s) will result in payment for lost rental days, parts, labor, freight and any other costs associated with the damaged rental(S). There is **no refund or replacement for damaged rental(s)**
2. **Credit card required** to rent.
3. Rental prices are Per Day full amount due upon rental pick-up. Seven days cancellation notice required for refunds. Deposit is non-refundable if cancellation occurs within fourteen-day allowance. Full price of rental will be charged for cancellations made within 24 hours of reservation.
4. **Gas tank full on pick up, bring back full** or we will fill the Rental(s) and you pay us the current price per gallon at other Island Park gas stations. plus a service charge of \$10.00 per machine
5. **Excessively dirty machines will be charged** a cleaning Fee of \$55.00 per hour needed to clean machines 1 hour minimum charge.
6. Normal rental hours are **8:00 a.m. to 5:30 p.m.** Machines will be returned to High Mountain Adventures no later than 5:30 p.m.
7. **\$45. Per hour late fee charged per Machine** without prior arrangements.
8. Retrieval of wrecked or damaged rentals will be charged a recovery fee. **Stuck machines are not our responsibility.**
9. **There is no refund for early returns due to weather or otherwise**
10. **Machines that have been submerged underwater will be purchased at full retail price**

_____ I AGREE THAT **ALL OPERATORS OF RENTAL EQUIPMENT WILL BE AT LEAST 18 YEARS OF AGE.**

_____ I HAVE WATCHED AND UNDERSTAND THE SAFETY VIDEO or THE VERBAL ORIENTATION.

_____ I AGREE TO WEAR A HELMET AND FOLLOW ALL RULES AND REGULATIONS OF OPERATING ATV'S. I will Be fully responsible for any and all fines that I may incur.

_____ I AGREE **NOT** TO OPPERATE ATV'S: ON PAVED ROADS, **IN MONTANA**, AT THE SAND DUNES, OR RESTRICTED AREAS. IT IS MY RESPONSIBILITY TO RIDE SAFELY AND RESPONSIBLY

_____ I AGREE THAT ATV'S ARE DESIGNED FOR SINGLE RIDERS **(NO PASSENGERS)**

_____ I AGREE THAT ALL DAMAGED PARTS WILL BE REPLACED WITH NEW PARTS AND **I AM RESPONSIBLE FOR ANY AND ALL REPAIRS.** ALL REPAIRS ARE BASED SOLELY ON THE DECISION OF HIGH MOUNTAIN ADVENTURES.

The undersigned Lessee, in further consideration of the lease Rental(s) does further agree as follows:

1. The undersigned acknowledges that he or she is aware of the risks and hazards associated with the operation and use of the Rental(s) described herein and the participation in the activity for which those Rental(s) are to be used and assumes and accepts all of those risks and hazards.
2. The undersigned hereby waives any and all claims against Lessor, and the officers, directors, members, owners, and agents of Lessor, for any personal injury suffered by Lessee, Lessee's family, passengers or any other person whom Lessee may allow to ride on or operate the Rental(s) or any claim of damage to the property of Lessee arising from the use of the Rental(s).
3. The undersigned hereby agrees to indemnify, defend and hold harmless the Lessor, and the officers, directors, members, owners, employees, agents, and insurers of Lessor from (i) any claim by the Lessee's family, passengers or any other person whom the Lessee may allow to ride on or operate the leased Rental(s), (ii) any claim of bodily injury by any other party not riding the Rental(s) who suffer injury as a result of the operation of the Rental(s) by Lessee or any other party operating the Rental(s) and (iii) any claim of property damage suffered by any other person resulting from the operation of the Rental(s).
4. The terms hereof shall be binding upon Lessee, and the successors, assigns, personal representatives and heirs of the Lessee. This release shall be binding to the fullest extent possible with respect to the claim of any minor who is the child of the Lessee or for whom Lessee is the guardian of that person.

INSURANCE: You are responsible for all damage or loss caused to others. You agree to provide liability, collision and comprehensive insurance covering you, us and the Vehicle. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required by the law of the sate whose laws apply to the loss. You and we reject PIP (Personal Injury Protection), medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.

I have read and understand the above Rental Agreement and will be bound by the terms thereof and understand instructions on the safe operation of Rental(s). I authorize High Mountain Adventures to charge any and all damages to my credit card.

Lessee Name: _____ _Cell or local Phone # _____

Lessee address: _____ City _____ State _____ Zip _____

Local lodging: _____

<p>LESSEE SIGNATURE:</p> <p>DATE:</p>
