

Voluntary Waiver, Consent, Release, and Hold Harmless Agreement

**PLEASE READ THIS AGREEMENT CAREFULLY.**

**DO NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THESE TERMS.**

**RIDING IS VOLUNTARY, YOU ARE NOT REQUIRED TO PARTICIPATE.**

1. In consideration for being allowed to rent, drive, ride in and/or utilize a vehicle pursuant to the accompanying Rental Agreement (the "Rental Opportunity"), I agree to assume all risks, waive all claims, release all liability, and defend and hold HIGH MOUNTAIN ADVENTURES LLC ("Operator") and Polaris Industries Inc. ("Polaris"), and their directors, officers, agents, affiliates, subsidiaries and parent companies, harmless to the fullest extent allowed by law.

2. **I ACKNOWLEDGE AND AGREE THAT:**

- a. If I will be a driver of the vehicle, I have a valid driver's license and applicable auto liability insurance. I am 25 years of age or older, and I can legally operate a vehicle as part of the Rental Opportunity;
- b. An applicable automobile liability insurance policy must provide liability coverage for motor vehicles rented in the U.S. or Canada by a person insured under the policy;
- c. If I only will be a passenger, I will not drive the vehicle and I am able to grasp the handholds and firmly plant my feet, with back fully against the seat back rest;
- d. If I am under 18 years of age ("minor passenger"), my parent/guardian is also signing on my behalf and I will be under my parent/guardian's supervision at all times during the Rental Opportunity
- e. Driver will ONLY carry minor passengers if Driver is at least age 25 and the Parent/Guardian of the minor passenger, will ONLY carry the number of passengers for which the vehicle was designed, will ONLY carry passenger(s) who have signed this Agreement and the accompanying Waiver, will require each such passenger to wear proper safety equipment and a seat belt.
- f. I am aware of and voluntarily assume the **DANGERS AND RISKS OF SERIOUS INJURY, DAMAGE, OR DEATH** that exist in my use of the vehicles and the vehicle's equipment and my participation in the Rental Opportunity activities which could be or may be caused by loss of vehicle control, collisions, mechanical failure, road conditions, my own negligent acts, the negligent acts of other riders, and the potential negligence of the Operator and Polaris, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks;
- g. My participation in such activities and/or use of such vehicle and vehicle equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND/OR DEATH;**
- h. I have received appropriate and thorough safety instructions and a vehicle review including its handling, safety features, risks, hazards, instructions and warnings and am comfortable and confident in my ability and knowledge to handle the rented vehicle in accordance with such safety instructions and warnings on the vehicles and in accordance with the safety training provided and if I have any questions, I will ask before riding;
- i. Renters may only operate vehicle within 250 miles of the rental operation and only operate vehicle within the United States, and may not drive or otherwise transport the vehicle in any way to other surrounding rental locations. No vehicle may be used in violation of any law or ordinance, or contrary to the provisions of any applicable insurance policy.
- j. I have reviewed, am familiar with, and will comply at all times with the **SAFETY INSTRUCTIONS** provided by the Operator, **ALL INSTRUCTIONS AND WARNINGS** contained in the Owner's Manual, and the **WARNINGS ON THE VEHICLES**, including the use of a helmet, goggles, and other personal protective equipment and the wearing of seatbelts.
- k. I have not and will not consume drugs, alcohol or any other substance that could impair my judgment or driving/riding ability.

3. **I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND** that I have or may in the future have relating to the Rental Opportunity, whether directly or by subrogation or otherwise, against the Operator, Polaris, any Polaris dealership(s), industry association(s), and/or any of their directors, officers, subsidiaries, affiliates, employees, agents, successors or assigns, (collectively, "Rental Opportunity Sponsors").
4. **I AGREE TO RELEASE THE RENTAL OPPORTUNITY SPONSORS FROM ANY AND ALL LIABILITY** for any loss, damage, expense or injury (including death) that I or my next of kin may incur resulting from my participation in the Rental Opportunity. I understand that this waiver and release does not extend to intentionally wrongful acts on the part of the Rental Opportunity Sponsors.
5. **I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER IDAHO CODE**, or any other law, that provides that a general release does not extend to claims which I do not know of or suspect exist, which if known by me may have materially affected my decision to sign this agreement.
6. **I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RENTAL OPPORTUNITY SPONSORS** from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my participation in the Rental Opportunity.
7. **I AGREE AND UNDERSTAND** that, on behalf of myself, my personal representatives and my heirs, **I AM RELINQUISHING ANY AND ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO SUE** the Rental Opportunity Sponsors for any and all injury, damage, or death I may suffer arising from vehicle riding or its equipment, or participation in the Rental Opportunity, including claims based on the Rental Opportunity Sponsor's negligence.
8. **I HEREBY GRANT** to the Rental Opportunity Sponsors, and those acting with their authority, the unrestricted, perpetual, worldwide right and **LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE AND BIOGRAPHICAL INFORMATION**, and any photograph, video or audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.
9. **THIS AGREEMENT SHALL BE GOVERNED BY IDAHO LAW**, without regard to its choice of law rules. Any dispute or claim relating to this Agreement or the Rental Opportunity shall be finally resolved by binding arbitration under the United States Arbitration Act in the state of Idaho.

**I HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING IT.**

**I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT.**

Rider - Print Name \_\_\_\_\_ Rider - Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Date \_\_\_\_\_

Driver's License State & Number \_\_\_\_\_ Phone# \_\_\_\_\_ E-Mail Address \_\_\_\_\_

*Information submitted is governed by Polaris' privacy policy, available at: <http://www.polaris.com/en-us/company/privacy.aspx>*

## RENTAL AGREEMENT

The undersigned hereby rents from HIGH MOUNTAIN ADVENTURES LLC (“Operator”) the following described vehicles and/or related equipment for a limited period of time, upon the following terms and conditions.

### NO WARRANTY – INHERENTLY DANGEROUS ACTIVITY – NO INSURANCE PROVIDED

Operator makes no warranty of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability, or fitness for any particular purpose of any vehicle or equipment covered by this agreement. I (We), the undersigned, accept any vehicle or other equipment provided by Operator in its “as is” condition with all faults. I (We) hereby acknowledge that riding the vehicles is a dangerous activity, with a high risk of serious bodily injury or death to others or oneself. Operator does not provide medical insurance and advises that serious injuries can be financially devastating. I (We) personally accept all risks and liabilities of this activity. It has been explained to me (us) and I (we) understand that by executing this document I (we) am/are giving up important legal rights. It is my (our) further intention to give up those rights and in good faith to relieve and release Operator of any duty legally owed to me in relation to the conduct of this activity.

### TERMS AND CONDITIONS – READ THIS CAREFULLY – RENTER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH VEHICLE DAMAGE

This is a contract for the rental of the vehicle and equipment. We may repossess the vehicle at your expense without notice to you, if the vehicle is abandoned or used in violation of law or this Agreement:

#### **1. DRIVER(S) RULES:**

- a. Driver of vehicle must be at least 25 years of age, possess a valid driver’s license, and have applicable auto liability insurance.
- b. Driver will wear Safety Gear and seatbelt when operating the vehicle.
- c. Driver will not consume alcohol, drugs, or ingest any substances that could/would adversely affect the ability to safely/successfully operate the vehicle.
- d. Driver will operate vehicle ONLY on areas legal by state and local law, within 250 miles of the rental location and within the country of origin, and will NOT TRESPASS on any property on which Driver is not authorized to operate the vehicle. Renters may not transport the vehicle, in any manner, to other surrounding rental locations outside the 250 mile range.
- e. Driver will ONLY carry minor passengers if Driver is at least age 25 and the Parent/Guardian of the passenger, will ONLY carry the number of passengers for which the vehicle was designed, will ONLY carry passenger(s) who have signed this Agreement and the accompanying Waiver, will require each such passenger to wear proper safety equipment and a seat belt.
- f. Driver will not, and will not carry any passengers, who have consumed alcohol, drugs, or ingested any substances that could/would adversely affect their ability to safely/successfully drive or ride in the vehicle.
- g. Driver must follow all rules of the road, and infractions will be the responsibility of the driver, including but not limited to moving violations, parking tickets, impound fees, tolls, etc.
- h. Driver may NOT use or permit the vehicle to be used: 1) by anyone other than an authorized driver; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race or contest, or on unpaved roads; 5) while the driver is under the influence of alcohol and/or a controlled substance; 6) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substances or contraband; or 7) recklessly or while overloaded.
- i. Driver may NOT drive or operating this vehicle while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or text messages shall be deemed a breach of this contract.

#### **2. PASSENGER(S) RULES:**

- a. Passenger must be able to grasp handholds and firmly plant his or her feet, with back fully against the seat back rest. Minor passengers must be accompanied by a Parent/Guardian.
- b. Passenger will wear Safety Gear and seatbelt when riding in the vehicle.
- c. Passenger will not consume alcohol, drugs, or ingest any substances that could/would adversely affect the ability to safely/successfully ride in the vehicle.

#### **3. SAFETY GEAR STATEMENT AND RELEASE FORM. *I understand and agree that:***

- a. I and any passengers will wear a CERTIFIED (DOT, SNELL, or ECE) helmet, eye protection, (Safety Gear) at all times while driving/riding in a vehicle.
- b. I and any passengers will, at all times, wear a seatbelt in addition to helmet/goggles if driving/riding in a vehicle.
- c. Operator has stressed the requirement to wear Safety Gear.
- e. Although wearing Safety Gear reduces my risk of injury, it does not in any way guarantee my safety.
- f. I will bring Safety Gear loaned or rented to me by Operator back in the SAME condition it was in upon check-in date. Any damages or losses to equipment will be charged/billed to me and/or deducted from the security deposit.

#### **4. Limitation of Use and responsibility for Loss or Damage.** I agree that only the persons signing or otherwise identified in this Agreement will operate the rented vehicle(s) or equipment and that passengers will not be carried except to the extent such vehicle is designed for such use. No drivers under the age of 25 years will be permitted to drive under any circumstances. Should any undersigned person, any minor under my control or any person with permission of any undersigned operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any vehicle other vehicle or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit. **I AGREE TO PAY FOR ALL SUCH LOSS AND/OR DAMAGE.** I also agree to pay for the loss of use of any vehicle at the full day rental rate for each day from the date of damage until the vehicle is repaired and replaced in rental service, not to exceed 14 days. I hereby authorize Operator to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges that I may incur under the terms of this agreement. **All rentals require a credit card authorization of \$4,000.00 per vehicle on a valid credit card.**

#### **5. DAMAGES--CHECK-IN/CHECK-OUT. *I understand and agree that:***

- a. I will check-in (return) the vehicle in the EXACT same condition it was in upon check-out (pickup). Note: acceptable tire tread-wear is expected; however, excessive wear / damage will be charged. Drive belt breakage is considered damage.
  - b. ANY and ALL Damages/Losses sustained to the vehicle during the rental period are my responsibility and are to be paid for by ME, the renter.
  - c. I will pay for Damages/Losses/Penalties up to \$4,000.00 out of my security deposit. I agree that I will be charged for all damage above \$4,000.00 and up to the FULL RETAIL VALUE OF THE MACHINE.
  - d. If the vehicle is too dirty to assess full condition of machine upon check-in date, machine will be fully inspected again after it has been thoroughly cleaned by rental facility. If damages are found after this is performed, these charges will be applied and paid in full by my security deposit. Damages, penalties, and any other additional charges will be taken from my security deposit - a receipt of the additional charges is available upon request.
  - e. I will pay for Damages/Losses/Penalties beyond security deposit within 15 days of receiving bill for damages via secured funds (certified check/money order) or credit/debit card. I will be billed/charged by Operator as soon as possible. Operator will hold my security deposit no longer than 15 days after check-out date IF there are no damages. If there are damages, deposit will be held until payment is made.
  - f. I agree to operate vehicle on public and paved roads. If vehicle is rendered inoperable, regardless of who's at fault, on any property other than a mapped and licensed area, I, the renter will be charged any and all recovery costs to bring the vehicle back to rental facility.
  - g. **You are responsible for all damage to the Vehicle, including damage caused by weather, acts of god or terrain conditions.**
- 6. SLINGSHOT RENTAL SCHEDULE. I understand and agree that:**
- a. Check-out time is no earlier than 8:30am on specified check-out date.
  - b. Check-in time is no later than 5:00pm on specified check-in date.
  - c. There are no refunds/discounts if I am late picking up the vehicle.
  - d. I will be charged a \$60 late fee per unit if the vehicle is brought back up to 1 hour late on check-in date; a \$125 late fee per unit if the vehicle is brought back up to 2 hours late on check-in date; and after 2 full hours late, late fee will be a full day rental charge extra.
  - e. Operator will take legal action and seek prosecution if the vehicle is over 24 hours later than specified check-in date.
- 7. REFUND POLICY TERMS AND RELEASE FORM. I understand and agree that:**
- a. I cannot get a refund on my reservation unless I notify Operator 48 hours or further in advance, in which case it will be subject to forfeiture of reservation deposit funds. Any later notice will be subject to NO refund.
  - b. If weather adversely affects the ability to utilize the vehicle, Operator is under NO obligation to issue a refund or discount.
  - c. If the vehicle fails, I am REQUIRED to contact Operator immediately. Failure to make contact will delay or forfeit any possible refunds. Depending on availability and circumstances of failure, Operator will then replace the vehicle and issue a refund for the portion of the day the failure occurs. If the vehicle is disabled and cannot be replaced due to lack of availability, a refund for the day of failure and the remainder of the rental period will be issued.
  - d. If I am not satisfied with the overall experience of areas, Operator is in no way responsible.
  - e. If I get injured during the rental period and am unable to continue my rental experience for the rental time already purchased, Operator is not responsible and under no obligation to issue any refunds.
- 8. NON-TAMPER AGREEMENT**
- All vehicles supplied by Operator are properly maintained and adjusted for reliable and safe operation. Adjustments and maintenance done to, and not limited to the following, are to be performed by individuals approved by Operator only: Brakes, Throttle, Steering, Suspension, Electronics, Cooling System and Fuel System. Failure to comply with these rules will result in partial or full forfeiture of renter's security deposit on vehicle. If at any time you as the renter feel something is out of adjustment or needs attention in any way, the vehicle is to be returned to the rental facility where it can be attended to by individuals approved by Operator.
- 9. MISCELLANEOUS.**
- a. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the vehicle or in our offices, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.
  - b. No term of this Agreement can be waived or modified except by a writing that we have signed.
  - c. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.
- 10. ASSUMPTION OF RISK.** I expressly and voluntarily assume all risk and liability for the loss or damage to any vehicle or other equipment obtained from Operator, for death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified vehicle or any other vehicle and/or equipment received or obtained from Operator.
- 11. WAIVER AND RELEASE OF CLAIMS AND COVENANT NOT TO SUE.** This Rental Agreement is entered into in conjunction with Waiver, Consent, Release, and Hold Harmless Agreement.
- 12. INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Operator and Polaris Industries, Inc., their subsidiaries, shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the above referenced vehicle or any other vehicle or other equipment received or obtained from Operator. The undersigned likewise shall indemnify Operator and Polaris Industries Inc., its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.
- 13. PARTIAL INVALIDITY/CHOICE OF LAW.** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the State of Idaho.
- 14. EXPENSES OF ENFORCEMENT.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorney fees and all costs and expenses incurred in pursuit thereof.
- 15. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized corporate representative of Operator, the undersigned, certify that I/we have read the Rental Agreement and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

**I HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING IT.  
I UNDERSTAND, ACKNOWLEDGE AND AGREE TO ALL TERMS SET FORTH HEREIN.**

Rider - Print Name \_\_\_\_\_ Rider - Signature \_\_\_\_\_ Date of Birth \_\_\_\_\_

Street Address \_\_\_\_\_ City/State/Zip \_\_\_\_\_ Date \_\_\_\_\_

Driver's License State & Number \_\_\_\_\_ Phone# \_\_\_\_\_ E-Mail Address \_\_\_\_\_

*Information submitted is governed by Polaris' privacy policy, available at: <http://www.polaris.com/en-us/company/privacy.aspx>*

**State Specific Elements:**

New Jersey law requires that every child under 8 years of age and weighing less than 80 pounds be transported in the back seat of the Vehicle in a child passenger restraint system or booster seat that meets federal standards. You are responsible for supplying a child safety seat or renting one from us.

Minnesota law, a personal automobile insurance policy must: (1) cover the rental of this motor vehicle against damage to the vehicle and against loss of use of the vehicle; and (2) extend the policy's basic economic loss benefits, residual liability insurance, and uninsured and underinsured motorist coverages to the operation or use of a rented motor vehicle. Therefore, purchase of any collision damage waiver or similar insurance affected in this rental contract is not necessary. In addition, purchase of any additional liability insurance is not necessary if your policy was issued in Minnesota unless you wish to have coverage for liability that exceeds the amount specified in your personal automobile insurance policy. By signing below, you acknowledge that you understand this notice and that you received it before you signed the rental agreement. When damage to the Vehicle is covered by your personal insurance policy, prior payment by you is not required, and we will accept payment from your insurance company within the time limits of Minn. Stat. Ann. Section 72A.201.

Nevada law requires that the driver of the rented Vehicle and any passenger over six years of age (or weighing over 60 pounds) must wear a seat belt. NOTICE: Our liability insurance does not cover injuries to passengers in the Vehicle. If the Vehicle is not returned on the date and time indicated on this Agreement, we reserve the right to report the vehicle stolen to the appropriate authorities.

Colorado law, pursuant to the requirements of C.R.S. 43-3-302 and C.R.S. 42-4-1209, You (the Customer) are liable for payment of any toll evasion violation civil penalties and any parking violation fines incurred during the term of the Rental Period. If such a penalty is incurred, your name, address, and state driver's license number will be furnished to the toll road or toll highway company (for toll violations) or to the prosecutorial division of the appropriate jurisdiction (for parking violation fines). Failure to return the Vehicle within 72 hours of the due-in date is a felony according to Colorado Revised Statutes § 18-4-402.

California law states: "Authorized Driver" means (a) the renter and the renter's spouse; (b) additional drivers listed by us on this Agreement; and (c) other persons define as "authorized drivers" under California Civil Code § 1936(a)(3). Authorized Drivers are the only persons permitted to operate the Vehicle.