

ATV RENTAL AGREEMENT AND WAIVER OF LIABILITY

This ATV Rental Agreement and Waiver of Liability (“Agreement”) outlines the obligations renters, users, or riders have when utilizing an all-terrain vehicle (“ATV”) and/or other equipment provided by Escalante's Wild Rides. The undersigned hereby rents from Escalante's Wild Rides the following described ATV and/or other equipment for a limited period of time, upon the following terms and conditions.

Renter's Name:		Date:
Renter's Address:		Driver's License #:
Renter's Cell Phone #:		Date of Birth:
ATV #: 1	Start Time: 8:00am	End Time: 5:00

NO WARRANTY - NO INSURANCE PROVIDED - INHERENTLY DANGEROUS ACTIVITY

Escalante's Wild Rides 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. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by Escalante's Wild Rides in its “as is” condition with all faults. The undersigned hereby acknowledge that riding ATV is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. Escalante's Wild Rides strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. Escalante's Wild Rides does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release Escalante's Wild Rides of any duty legally owed to me in relation to the conduct of this activity.

TERMS AND CONDITIONS

1. RULES OF OPERATION. I agree to follow and be bound by the General ATV Operation Rules made a part of this agreement.

2. 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 ATV(s), other vehicle(s), or equipment. Riders under the age of 18 years must have their parent or

legal guardian sign on their behalf. Should any undersigned person, any minor child under my control or any other 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

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vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any ATV, 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 OR DAMAGE. I also agree to pay for the loss of use of any ATV or other vehicle or equipment covered by this agreement damaged by myself or other riders, at the rate of \$200 per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days. I hereby authorize Escalante's Wild Rides to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges I may incur under the terms of this agreement.

3. REFUELING. Renter is responsible for filling the gas tanks of the ATV's before returning them to Escalante's Wild Rides. Failure to fill the tank before returning will result in the card on file being charged the cost to fill the tank plus a \$5.00 upcharge per gallon.

4. ASSUMPTION OF RISK. I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV or other equipment obtained from Escalante's Wild Rides, for the 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 ATV or any other ATV and/or equipment received or obtained from Escalante's Wild Rides.

5. WAIVER AND RELEASE OF CLAIMS. The undersigned, on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest, now and forever waive, release and discharge Escalante's Wild Rides, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and/or operation, condition or possession of the above referenced ATV and any other ATV or other equipment received and/or obtained from Escalante's Wild Rides. This waiver and release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.

6. COVENANT NOT TO SUE. I agree and covenant on behalf of myself, my spouse (if any), my children and any minor for whom I am the guardian, I will never directly or indirectly

institute any legal, equitable, administrative, or other action, complaint, or proceeding against Escalante's Wild Rides or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Escalante's Wild Rides and its shareholders, directors, officers, employee's, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced ATV or any other ATV or equipment received and/or obtained from Escalante's Wild Rides. This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

7. INDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Escalante's Wild Rides, its 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 including a third party 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 ATV or any other ATV or other equipment received or obtained from Escalante's Wild Rides. The undersigned likewise shall indemnify Escalante's Wild Rides, 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.

8. 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 Utah.

9. 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 attorneys fees and all costs and expenses incurred in pursuit thereof.

10. ENTIRE AGREEMENT, NO ORAL MODIFICATION. 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 representative of Escalante's Wild Rides.

By signing this Agreement, I acknowledge that I have read this document in its entirety and fully understand this release. I am signing of my own free will and volition.

Participant Signature _____ **Date** _____

IF PARTICIPANT IS UNDER 18 YEARS OF AGE AT THE TIME OF SIGNING, PARENT OR GUARDIAN MUST SIGN

I, the undersigned, do hereby certify that I am the parent/legal guardian of _____ . I do hereby give my consent to Escalante's Wild Rides to allow my child/ward to participate in this activity. **I agree to be bound by the terms, conditions and limitations set forth herein. I am signing of my own free will and volition. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement.**

Parent/Legal Guardian Signature Date

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ATV RENTALS GENERAL OPERATION RULES

1. Only persons 18 years or older who have signed the Rental Agreement and Waiver of Liability ("Agreement") shall operate any ATV or other rental vehicle. Minors may ride on, but may never operate the ATV.
2. A helmet must be worn at all times while operating or riding in an ATV under the age of 18.
3. Do not operate any ATV or other vehicle in a reckless or dangerous manner.
4. Obey all posted signs. Do not ride faster than posted speed limits.
5. Do not carry persons other than what the machine is designed for.
6. Ride at your current skill level. Don't push your limit. Be careful!
7. Do not ride outside designated trail areas. This includes areas posted DO NOT ENTER or posted Private Property.
8. Any ATV rollover requires a minimum \$150.00 payment. No Exceptions. You are still required to pay \$150 for a rollover even if you purchased insurance with us.
9. Do not participate in any race or other contest involving ATVs or other vehicles.
10. Do not tow other ATVs or other vehicles and do not have them tow you and your rental ATV or other rental vehicles. Call the Escalante's Wild Rides office!

11. No alcohol consumption before or during use and possession of rented ATV or other vehicle and equipment.
12. Watch out for cliffs and drop-offs. Be very careful!
13. Avoid contact with wildlife, and keep a safe viewing distance.
14. Be aware of other riders and vehicles. Slow down when approaching a blind corner.
15. Do not park and leave the vehicle or equipment unattended.
16. In case of a breakdown or emergency, call 8018313072 and speak with an Escalante's Wild Rides employee. Do not leave a disabled vehicle alone at any time. Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.
17. Vehicles are to be returned on time or additional fees will be charged at \$60 per hour late. You have a 15 minute buffer after 5:00pm before you will be charged \$60.
18. There are no refunds for early returns.
19. There are no refunds for bad weather. If you are disappointed in the weather for your rental day, plan ahead and cancel within 48 hours for a full refund or call us to see if we have availability to change days. We are not required to change your reservation day.
20. All drivers must complete the state mandated off-road safety course before the day of rental.
21. At the day of pickup there will be a \$1 charge placed on renters card to hold card information in case of damages to vehicle, gas fee, or any other fees that may be applied after drop off of vehicle.

EMERGENCY PHONE NUMBER: 8018313072

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