



ATV RENTAL AGREEMENT AND WAIVER OF LIABILITY

NO WARRANTY - NO INSURANCE PROVIDED INHERENTLY DANGEROUS ACTIVITY

A PLUS OUTFITTERS 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 A PLUS OUTFITTERS in its "as is" condition with all faults. The undersigned hereby acknowledge that riding ATV/UTVs on Spearhead Trails trail system and A PLUS OUTFITTERS property with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. A PLUS OUTFITTERS strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. A PLUS OUTFITTERS 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 A PLUS OUTFITTERS 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/UTV 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/UTV(s), other vehicle(s), or equipment and that passengers will not be carried on any ATV. Riders under the age of 18 years must provide A PLUS OUTFITTERS with a written consent from a parent or legal guardian. 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 vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any ATV/UTV, 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/UTV 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 A PLUS OUTFITTERS 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. ASSUMPTION OF RISK. I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from A PLUS OUTFITTERS, 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/UTV or any other ATV/UTV and/or equipment received or obtained from A PLUS OUTFITTERS.

4. 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 A PLUS OUTFITTERS, 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/UTV and any other ATV/UTV or other equipment received and/or obtained from A PLUS OUTFITTERS. 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.

5. COVENANT NOT TO SUE. I agree and covenant on behalf of myself, 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 A PLUS OUTFITTERS or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against A PLUS OUTFITTERS 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/UTV or any other ATV/UTV or equipment received and/or obtained from A PLUS OUTFITTERS. 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.

6. IDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold A PLUS OUTFITTERS, 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 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/UTV or any other ATV/UTV or other equipment received or obtained from A PLUS OUTFITTERS. The undersigned likewise shall indemnify A PLUS OUTFITTERS, 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.

7. 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.

8. 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's fees and all costs and expenses incurred in pursuit thereof.

9. 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 A PLUS OUTFITTERS.

10. I, the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

Signature _____ Date: _____



ATV RENTALS GENERAL OPERATION RULES

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability (“Agreement”), shall operate any ATV/UTV, or other rental vehicle.
2. A helmet must be worn at all times while operating or riding in an ATV/UTV.
3. Do not operate any ATV/UTV 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. Do not participate in any race or other contest involving ATVs/UTVs or other vehicles.
9. Do not tow other ATVs/UTVs or other vehicles and do not have them tow you and your rental ATV/UTV or other rental vehicles. Call the A PLUS OUTFITTERS office!
10. No alcohol consumption before or during use and possession of rented ATV/UTV or other vehicle and equipment.
11. Watch out for cliffs and drop-offs. Be very careful!
12. Avoid contact with wildlife, and keep a safe viewing distance.
13. Be aware of other riders and vehicles. Slow down when approaching a blind corner.
14. Do not park and leave vehicle or equipment unattended.
15. In case of a breakdown or emergency, call **(385) 498-6311** and speak with a A PLUS OUTFITTERS 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.
16. Vehicles are to be returned on time or additional fees will be charged.
17. There are no refunds for early returns.
18. There are no refunds if it rains.
19. Do not drive on highways or city roads. These machine are not street legal and you will be solely accountable for any and all accident repercussions. This includes damage to any A PLUS OUTFITTERS rental, and ANY other vehicles involved.

EMERGENCY PHONE NUMBER: (385) 498-6311