

## IDAHO X-SPORTS, LLC

### Release and Waiver of Liability Agreement/Snowmobile & ATV Rental Contract

The lessee agrees to rent the vehicles and other equipment hereinafter referred to as Rental(s), described on **Attachment A** at the rates established by the Lessor. 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 on **Attachment A** unless other arrangements have been made by mutual agreement of Lessor and Lessee. There is NO REFUND for early returns. Lessee agrees to keep each Rental(s) in a safe place while unattended and to remove the keys during these times. **Lessee will be fully responsible for any and all damages.**

1. Damages to machines will result in loss of unused rental days. Down time and red tag parts may also be incurred. Drop off and pick up fees to and from Boise for repairs will also be charged.
2. Credit card must be provided for security deposit purposes.
3. If machines are deemed "totaled" by Lessor, Lessee will purchase machine at full list price.
4. **Machines may not be used in any racing events.**
5. \$50 deposit required to book reservations. Full amount of rental fees due upon rental pick up. Fourteen days cancellation notice required for full refund of deposit.
6. The equipment is full when Lessee takes possession. Lessee agrees to return the equipment full of fuel. Lessee hereby authorizes Lessor to fill up the tanks and charge the credit card used to rent the vehicle for the amount of fuel purchased, Lessor will provide a copy of the fuel receipt upon Lessee's request.
7. Oil tank full on pick up and extra oil is provided at no cost. Lessee responsible for maintaining oil level at full capacity.
8. Rental hours are 9:00 a.m. to 5:00 p.m. unless other prior arrangements have been made.
9. **\$45 per hour/per machine late fees charged without prior arrangements. Lessee understands that machines are due in no later than 5:00 p.m.**
10. A recovery fee will be assessed in the event machine has to be "rescued" for any reason.
11. All paperwork and checkout of rental(s) must be completed at the store location. Rental(s) may then be delivered and picked up for an additional delivery fee.
12. Machines are registered for Idaho use only. Any and all expenses incurred while riding out of state are the responsibility of the Lessee.

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 for 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 (1) 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 operating 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.

It is AGREED AND UNDERSTOOD by Lessee that Lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental equipment.

Lessee further agrees to indemnify and hold Lessor harmless from, and against any and all claims of loss and/or damage to property or injury to persons (including death) resulting from the use, operation or possession of the rental equipment. Lessee further agrees to hold Lessor harmless should loss or damages occur to any of Lessee's personal property while carried in, or on, the rental equipment, including loss or damage caused by malfunction or theft.

\_\_\_\_\_ initial

LESSEE expressly agrees to indemnify and hold harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Lessor, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Lessor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the Lessor.

Lessor reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used. Lessor's ability to provide equipment, if reserved, is contingent upon and subject to the return of the unit by the previous lessee.

Lessee acknowledges he/she has carefully examined the leased equipment and find it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he/she will maintain all equipment in a safe, dependable condition while in his/her custody.

Lessee assumes full responsibility for the equipment. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the equipment, Lessee will immediately report same to Lessor. Continued use of the rental equipment shall be entirely at the Lessee's risk.

Lessee shall provide Lessor with a valid credit card with a minimum of \$500 available credit to be used towards payment of damages to equipment while in Lessee's possession, Should damages exceed the damage deposit, Lessee agrees to make payment in full immediately upon Lessor's presentation of an itemized repair bill. .

Lessee certifies that he/she understands the rules and regulations for the safe operation of snowmobiles and/or ATV's. In addition, Lessee certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else, and that he/she is capable of safe operation of this equipment. Furthermore, Lessee certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

Lessee acknowledges his/her responsibility for the safe and proper operation of the equipment; and for the safety and welfare of other equipment operators and persons.

Lessee agrees not to use, nor permit the use of the rental equipment:

- a. anywhere but on designated snowmobile or ATV trails in the State of Idaho;
- b. for any unlawful purpose;
- c. in a careless or negligent manner;
- d. by any other person not the signatory of this agreement, or not equally qualified.

**RISK OF LOSS OR DAMAGE:** Lessee assumes all risks of loss or damage to the rental equipment from any cause, and agrees to return the rental equipment in the condition received from Lessor, with the exception of normal wear and tear. Lessee agrees to return this equipment on or before the expiration of the rental period in the new condition it is in now except as detailed on Attachment A. If equipment is damaged or lost, Lessor shall have the option of requiring Lessee to restore it to good working order or replace it with a like piece of equipment in good repair.

Lessee understands and acknowledges that by signing this document they have given up legal rights and/or possible claims which might otherwise assert or maintain against Lessor specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of Lessor.

Lessee understands and acknowledges that by signing this document, they have assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by other third parties against them as of a result of their rental of the equipment from Lessor.

Should any term or condition of the Rental Agreement be held void or unenforceable, then that term shall be deemed severed from this Agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

THE TERMS AND CONDITIONS ON THIS CONTRACT CONTAIN THE ENTIRE UNDERSTANDING BETWEEN LESSEE AND LESSOR AND NO OTHER REPRESENTATION OR INDUCEMENT, ORAL OR WRITTEN, HAS BEEN MADE WHICH IS NOT INCLUDED IN THIS RENTAL AGREEMENT.

\_\_\_\_\_ initial

My signature below indicates I have read this entire document, understand it completely, understand it affects my legal rights and waives my legal right to sue Lessor and agree to be bound by its terms.

**SIGNATURES**

\_\_\_\_\_  
Lessee Name (Printed) Address, City, State and Zip Code

\_\_\_\_\_  
Lessee's Signature Date Phone Number

DRIVERS LICENSE # and State \_\_\_\_\_ DOB: \_\_\_\_\_

**PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION**

In consideration of \_\_\_\_\_ (print minor's name) ("Minor") being at least 16 years of age and being permitted to operate above stated rental equipment, I further agree to indemnify and hold harmless Lessor from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parents/Legal Guardian signature: \_\_\_\_\_ Date: \_\_\_\_\_ -

# Attachment A – Page 1

Equipment No. Rented: \_\_\_\_\_ Description: \_\_\_\_\_

Name: \_\_\_\_\_

No. in party: \_\_\_\_\_ Riding Destination \_\_\_\_\_

Pick up Date/Time: \_\_\_\_\_ Return Date/Time: \_\_\_\_\_

Company issued equipment"

# of Helmets \_\_\_\_\_

# of Goggles \_\_\_\_\_

# of Bibs \_\_\_\_\_

# of Gloves \_\_\_\_\_

List any defects you find on this piece of equipment. You are responsible for any additional damage discovered upon the return of the equipment:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

If you do not return by the specified return time listed above, you will be charged \$45.00 per hour, minimum 1 hour.

If not back by \_\_\_\_\_(time), please contact \_\_\_\_\_.

By signing below I hereby authorize Idaho X-Sports, LLC to charge my credit card for any all damages I am deemed liable for in accordance w/this contract agreement. I authorize them to charge my credit card for the cost of filling up each piece of equipment with fuel. I also authorize them to charge my credit card for any company issued equipment that is not returned at replacement cost.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name