

ELEVATION 9400' RENTALS, LLC

RENTAL AGREEMENT, LIABILITY WAIVER, RELEASE AND INDEMNIFICATION

For good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the rental and payment as set forth herein, the undersigned hereby rent from Elevation 9400' Rentals, LLC (the "Company") the following described rental equipment and/or vehicle (collectively, the "Rental") for a limited period of time upon the terms, conditions, obligations, promises, representations, warranties, and all other provisions and matters set forth in this Rental Agreement, Liability Waiver, Release and Indemnification (this "Agreement"):

<p>RENTERS' NAME:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p> <p>(collectively, "Renter")</p>	<p>DATE:</p> <p>_____</p> <p>START TIME:</p> <p>_____</p> <p>END TIME:</p> <p>_____</p> <p>RENTAL:</p> <p>_____</p> <p>PRICE:</p> <p>_____</p>
<p>ADDRESS:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	<p>DRIVERS LICENSE #:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>
<p>CELL PHONE #:</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>	<p>DATE OF BIRTH</p> <p>1. _____</p> <p>2. _____</p> <p>3. _____</p> <p>4. _____</p>

NO ONE WHO HAS NOT SIGNED AN AGREEMENT TO BE A RENTER OF THE RENTAL MAY DRIVE OR OPERATE THE RENTAL. ONLY THE RENTER MAY DRIVE OR OPERATE THE RENTAL. IT IS A BREACH OF THIS AGREEMENT FOR RENTER TO ALLOW ANY OTHER PERSON TO DRIVE OR OPERATE THE RENTAL.

- 1. RENTAL AND CANCELLATION.** All rentals include helmets and substantial orientation at check-in. By accepting your Rental, you agree that the Rental is in good condition. You are asked to check it over thoroughly before accepting the Rental. Mileage is included up to 90 miles per day and 55 miles per each half day rental. If the Rental is driven more than the allotted distance, the renter will be charged \$2.25 per extra mile. The all-day rental period is from 9:00 a.m. to 4:30 p.m. on the same day. Multi-day rentals must be returned by 4:30 p.m. on the last day of the rental period. The half-day rental period is from 9:00 a.m. to 12:30 p.m. noon on the same day or from 1:00 p.m. to 4:30 p.m. on the same day. Any half-day rental returned after above times will be charged another half day. There is a fee of \$10.00 for each additional driver or Renter after the first Renter. At least one renter must be at least 25 years of age. A \$175.00 non-refundable deposit is due at the time of reservation and the remainder of the price is due upon arrival. No-shows are charged the full fees for the reservation. Parties arriving with less people than expected and requesting less vehicles than reserved will be charged the full fee of the original reservation. If returning vehicle(s) early from a multiple day rental, NO refunds will be given.
- 2. NO WARRANTIES OR REPRESENTATIONS.** The Company makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety, driveability or fitness for any particular purpose of the Rental, including all vehicles and equipment covered by this Agreement. ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, ARE HEREBY EXPRESSLY DISCLAIMED, INCLUDING WITHOUT LIMITATION ALL WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE. All rental vehicles are rental vehicles, used by others, and the Company does not take any responsibility for their current condition or safe operations. Renter is responsible for inspecting the Rental to ensure it is adequately safe for Renter and that it is properly performing. Renter and any additional riders identified herein accept the Rental, including all vehicles and other equipment, provided by the Company in its "AS IS" condition "WITH ALL FAULTS."
- 3. RENTER RESPONSIBLE FOR UNDERSTANDING SAFE OPERATIONS.** Renter is responsible for understanding all functions, operations, modes, drives and operational systems, such as 4-wheel drive, 2-wheel drive, traction control systems, and other modes of operation, prior to engaging in any use of the Rental. Renter acknowledges that Renter received basic instruction on the operation of the Rental and understands that operations of the vehicle in some modes, such as 4-wheel drive or 2-wheel drive, may be appropriate and safe in some circumstances but not others. If Renter does not know how to safely operate the Rental, including understanding all of its functions, operations, modes, drives and operational systems,

Renter is not permitted to rent the Rental. By renting the Rental, Renter represents and warrants to the Company that Renter has full and adequate knowledge to safely operate the Rental, including knowledge of all of its functions, operations, modes, drives and operation systems.

4. **NO INSURANCE.** The Company is not providing any medical insurance coverage for Renter or its other riders. The Company strongly urges Renter and all riders to have medical insurance prior to engaging in this activity. If Renter wrecks the Rental, the Company will not make an insurance claim on the Company's insurance as a convenience to Renter. Rather, Renter will pay all the costs of repair or replacement of the Rental at the election and sole discretion of the Company and Renter will be responsible for all medical bills, funeral costs and other expenses regardless of whether Renter's or a passenger's.

5. **INHERENTLY DANGEROUS ACTIVITY.** The riding of ATVs, UTVs, side-by-sides, snow mobiles and other off-road vehicles is inherently dangerous. THERE IS A HIGH RISK OF SERIOUS BODILY INJURY OR DEATH TO RENTER AND ANY OTHER RIDER OR PASSENGER. Renter hereby personally accepts and assumes all risks and liabilities of this activity.

6. **WAIVER, INDEMNIFICATION, HOLD HARMLESS.** By signing this Agreement Renter is giving up important legal rights. Specifically, but without limitation: (i) to the fullest extent permitted by law, Renter is waiving any right to sue the Company and its officers, agents and employees for any damages arising out of or relating to any injury or death or property damage arising out of or relating to the Rental, which includes without limitation the operation and condition of the Rental, and (ii) to the fullest extent permitted by law, Renter agrees to indemnify and hold harmless the Company and its officers, agents and employees from any and all claims, damages, property damage, injury and death arising out of or relating to the Rental, including paying the Company for all damages (including attorneys fees and costs as they are incurred in defending against claims for such damages) it suffers because of any accident caused by Renter or any other operator or driver of the Rental as well as injuries or death of any riders or passengers. To the fullest extent permitted by law, Renter hereby waives, disclaims, and releases the Company and its officers, agents and employees of and from any and all claims, causes of action, debts, demands, losses, expenses and liabilities arising out of or relating to the Rental and its use and its condition. Renter 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. To the fullest extent permitted by law, Renter agrees to indemnify and hold the Company and its officers, agents and employees harmless of and from any and all claims, causes of action, debts, demands and liabilities arising out of or relating to the

Rental, including paying all attorney's fees and costs of defending against claims, causes of action, debts, demands and liabilities arising out of or relating to the Rental (including its operation and condition) as such attorney's fees and costs are incurred by the Company, its officers, agents and employees.

7. **RENTER RESPONSIBLE FOR INJURY, DEATH AND DAMAGE.** If Renter operates the Rental with any passenger, Renter is solely and exclusively responsible for all injury and death to the passenger, including any property damage to the passenger, that arises out of or relates to Renter's operation of the Rental (all such injury, death and damage is collectively, "Passenger Loss"). Renter agrees to indemnify and defend the Company of and from any and all claims, causes of action, debts, demands and liabilities arising out of or relating to Renter's operation of the Rental, including without limitation all Passenger Loss. Renter's indemnification and duty to defend under this, and any other paragraph of this Agreement, shall include the obligation to pay for the legal counsel of the Company's choice to represent the Company to defend the Company against any such matter for which Renter is indemnifying and defending the Company and to pay all legal fees, court costs, expert witness costs, and other costs of such defense as they are incurred by the Company.

8. **RESPONSIBLE FOR LOSS OR DAMAGE.** Renter agrees to pay the Company for any and all damage to the Rental that occurs while the Rental is being rented to Renter, including all costs of repairs. The Company shall have the sole and exclusive discretion on whether to replace a substantially damaged vehicle with a new like vehicle or to repair it and, in the event of such substantial damage, Renter shall pay to the Company the cost of the replacement or cost of the repairs, at the election of the Company. Any and all repairs of damage to the Rental that occurred while the Rental is being rented to Renter shall be paid for by Renter and the Company shall have the sole discretion and right to select the mechanic that performs the repair and replacement parts. The Company shall invoice Renter the costs of such repairs or replacements and Renter shall have 30 calendar days from the date of the invoice to pay such costs of such repairs or replacements. All amounts owed to the Company by Renter under this Agreement and not paid within 30 days of being invoiced to Renter shall bear interest at the rate of 1% per month (12% per annum). The Company typically uses a Polaris dealership for parts and labor for repairs and replacements. Renter agrees to pay the Polaris dealership amounts for parts and labor regardless of whether they could be obtained for less through other dealers or sources.

9. **ASSUMPTION OF RISK.** Renter hereby expressly and voluntarily assumes all risk and liability for the loss or damage to the Rental, including all vehicles and equipment rented, 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 Rental.

10. **COVENANT NOT TO SUE.** To the fullest extent permitted by law, Renter agrees and covenants on his or her behalf and on behalf of all of his or her children and other persons for which he or is he is a legal guardian, that Renter will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint or proceeding against the Company or any officer, agent, employee, or successor thereof arising from or pertaining to the condition, possession, use and/or operation of the Rental. To the fullest extent permitted by law, this covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that Renter does not presently anticipate, know, or suspect to exist, but that may develop, accrue or be discovered in the future.

11. **SEVERABILITY.** Each provision in this Agreement is distinct and severable. The invalidity, unenforceability or voidness of any provision shall not render the remainder of this agreement or any other provision invalid, unenforceable or void. This Agreement and all provisions herein shall be construed to be valid and enforceable consistent with their clear meaning to the fullest extent permitted by law.

12. **DISPUTES: ATTORNEY'S FEES; JURISDICTION; VENUE; NO JURY TRIAL.** In any lawsuit or dispute arising out of or relating to this Agreement for the collection by the Company of amounts owed to the Company by Renter, the Company shall be entitled to recover from Renter all of the Company's reasonable attorney's fees and costs (including costs of collection). Gunnison County state courts shall be the exclusive jurisdiction and venue for any dispute arising out of or relating to this agreement. **ALL PARTIES HEREBY WAIVE ANY RIGHT TO ANY JURY TRIAL ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE RENTAL.**

13. **ENTIRE AGREEMENT; NO ORAL MODIFICATION.** This instrument together with the RENTAL CHECKLIST attached hereto and incorporated herein by this reference constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by and an authorized representative of the Company.

THIS FORM IS AVAILBLE AND PROVIDED TO ALL PERSONS IN ADVANCE OF ANY RENTAL. ALL RENTERS ARE GIVEN SUBSTANTIAL TIME TO REVIEW THIS AGREEMENT PRIOR TO EXECUTING THIS DOCUMENT AND ACCEPTING THE RENTAL. BY SIGNING BELOW, RENTER ACKNOWLEDGES THAT RENTER HAS READ THIS ENTIRE AGREEMENT AND UNDERSTANDS IT.

IN WITNESS WHEREOF THE COMPANY AND RENTER HAVE EXECUTED THIS AGREEMENT AS OF THE DATE SET FORTH ABOVE.

Elevation 9400' Rentals, LLC

Renter 1: _____

By: _____

Printed Name: _____

Its: Member

Renter 2: _____

Renter 3: _____

Printed Name: _____

Printed Name: _____

Renter 4: _____

Printed Name: _____

RENTAL CHECKLIST:

I, Renter, acknowledge the following and represent that the following has occurred:

1. I have been offered a helmet. I have been instructed that helmets save lives and I am being foolhardy if I do not wear one. I have been advised that the Rental may overturn and land on my head and that under some circumstances I could be thrown from the Rental. In these and many other circumstances, a helmet could save my life. By initialing here, I am representing that I have read this paragraph, I have been told everything in this paragraph, that it is accurate and truthful, and that I have been offered a helmet: _____.

2. I have been instructed in the basic operations of the Rental, including its different drive modes such as 4-wheel drive, 2-wheel drive and any other drive or operational modes it may have. I have been instructed in the basic safety for the vehicle. I understand the basics of operating the Rental safely. I will not operate the Rental at high speeds and certainly not in excess of any legal speed limit. I understand that doing so is likely to wreck the vehicle (which I have to pay for) and might also wreck my body (which I will be solely financially responsible for) and the bodies

of my passengers (which I will be solely financially responsible for). By initialing here, I am representing that I have read this paragraph, I have been told everything in this paragraph, that it is accurate and truthful, and that I have been provided with the instruction discussed in this paragraph: _____.

3. I promise I will not drive or operate the Rental under the influence of any substance, including without limitation alcohol, marijuana, prescription medications (whether mine or anyone else's) nor any other substance that may impair my ability to drive. **I promise that I will not have any alcohol in my system at any time that I drive or otherwise operate the Rental.** I understand that if I drive or operate the Rental in any way contrary to my promises in this paragraph, I am likely to end up wrecking the Rental (which I will be solely financially responsible for) and may also wreck my body (which I will be solely financially responsible for) and may also wreck the bodies of my passengers (which I will be solely financially responsible for) and I may also go to jail (which I will deserve). By initialing here, I am representing that I have read this paragraph, I have been told everything in this paragraph, that it is accurate and truthful, and that I will keep my promises set forth in this paragraph: _____.

Renter 1 Printed Name: _____

Renter 1 Signature: _____

Renter 2 Printed Name: _____

Renter 2 Signature: _____

Renter 3 Printed Name: _____

Renter 3 Signature: _____

Renter 4 Printed Name: _____

Renter 4 Signature: _____