

# Rental Agreement

The undersigned (“Renter”) hereby rents from Mountain Top Motorsports LLC (“Outfitter”) the off-road vehicle and related equipment for a limited period of time, upon the following terms and conditions (the “Agreement”).

**NO WARRANTY**  
**INHERENTLY DANGEROUS ACTIVITY**  
**NO INSURANCE PROVIDED**

Outfitter 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 the undersigned, accept any Vehicle or related equipment provided by Outfitter in its “as is” condition with all faults. I hereby acknowledge that using or being near the Vehicle is a dangerous activity, with a high risk of serious bodily injury or death to oneself or others. Outfitter does not provide medical insurance and advises that serious injuries can be financially devastating. I personally accept all risks and liabilities arising from this activity. It has been explained to me, 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 Outfitter of any duty legally owed to me in relation to any activity, Vehicle, or Equipment related to this Agreement.

**TERMS AND CONDITIONS - READ THIS CAREFULLY**  
**YOU ARE RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH**  
**VEHICLE DAMAGE**

This is a contract for the rental of a 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. The term of this Agreement extends from the date and time of Vehicle check-out until the date and time of Vehicle check-in, which information shall be identified in routine paperwork existing between Outfitter and Renter. The price to be paid by Renter shall be identified in similar paperwork, or according to rates publicized by Outfitter.

## **1. Rental Term, Price, Vehicle, and Equipment.**

- a. Rental Term.** The term of this Agreement between Check-Out and Check-In. Check-Out and Check-In can be found in Attachment A.
- b. Price.** The price to be paid by Renter for use of any Vehicle(s) and Equipment between the Check-Out and Check-In times is identified in Attachment A (the “Price”).
- c. Vehicle.** The specific vehicle(s) to be used by the Renter is/are identified in Attachment A (the “Vehicle”).
- d. Equipment.** All equipment to be used by the Renter is identified in Attachment A (the “Equipment”).

## **2. DRIVER RULES.**

- a.** Driver of the Vehicle must be at least 18 years of age and possess a valid driver’s license (the “Driver”).
- b.** Driver will wear Safety Gear (defined in Section 4, below) and a seatbelt when operating or riding in the Vehicle.
- c.** Driver will not and has not consumed alcohol, drugs, or ingested any substances that could adversely affect Driver’s ability to safely and successfully operate the Vehicle.
- d.** Driver will operate the Vehicle only in areas legal by state and local law,

## **Rental Agreement**

designated trails, and areas within 15 miles of the place where Outfitter delivered the Vehicle to Driver, and will NOT trespass on any property on which the Driver is not authorized to operate the Vehicle. Renters caught trespassing will assume full responsibility for the violation and will be subject to any and all recourse by law enforcement. Renters may not move the Vehicle in any way to any location outside of the 15-mile radius stipulated herein.

**e.** Driver will not carry passengers under the age of 18 (“Minor Passengers”) unless Driver is at least 25 years of age and the Parent or Legal Guardian of the Minor Passenger. Driver will only carry the number of passengers for which the Vehicle was designed. Driver will only carry passengers who have signed this Agreement and the accompanying Voluntary Waiver, Consent, Release, and Hold Harmless Agreement (“Waiver and Release Agreement”). Driver will require each passenger to wear proper safety equipment and a seatbelt at all times.

**f.** Driver will not carry any passengers who have consumed alcohol, drugs, or ingested any substances that could adversely affect their ability to safely and successfully ride in or on the Vehicle.

**g.** Driver must follow all rules of the road. Infractions will be the responsibility of the Driver, including but not limited to moving violations, parking tickets, etc.

**h.** Driver may NOT use or permit the Vehicle to be used: 1) by anyone other than a driver authorized to operate the Vehicle by Outfitter; 2) to carry passengers or property for hire; 3) to tow or push anything; 4) to be operated in a test, race, or contest; 5) while the Driver is under the influence of alcohol 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 substance or contraband; 7) recklessly; 8) while bearing more weight than is appropriate for the Vehicle; or 9) with any fuel or substance other than that provided by Outfitter.

**i.** Driver may NOT drive or operate the 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.

### **3. PASSENGER RULES.**

**a.** Every passenger must be able to grasp handholds and firmly plant their feet on the foot rests with their back fully against the seat back rest. Minor Passengers must be accompanied by a Parent or Legal Guardian over the age of 25.

**b.** Every passenger will wear Safety Gear and a seatbelt when riding in the Vehicle.

**c.** No passenger shall consume alcohol, drugs, or ingest any substances that could adversely affect their ability to safely and successfully ride in the Vehicle.

### **4. SAFETY GEAR STATEMENT AND RELEASE FORM.**

**a.** I will wear a CERTIFIED (DOT, SNELL, or ECE) helmet and eye protection

## Rental Agreement

("Safety Gear") at all times while driving or riding in a Vehicle.

- b. If the Vehicle is equipped with a seatbelt, I will at all times wear a seatbelt in addition to Safety Gear when driving or riding in a Vehicle.
- c. Outfitter has stressed the requirement to wear Safety Gear.
- d. I have watched a safety video and have been thoroughly briefed on how to successfully and safely operate the Vehicle.
- 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 Outfitter back in the SAME condition it was in upon check-out. Any damage or loss to Equipment, including Safety Gear, will be charged or billed to me and/or deducted from the security deposit.

### **5. LIMITATIONS OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.**

- a. I agree that only the persons identified in this Agreement as a Driver will operate the rented Vehicle. I agree that passengers will not be carried except to the extent that the Vehicle is designed for such use. No persons under the age of 18 will be permitted to drive under any circumstances.
- b. Should any person operate the Vehicle or Equipment in such a manner that results in theft, loss, or damage to the Vehicle or Equipment, **I AGREE TO BE PERSONALLY LIABLE AND FINANCIALLY RESPONSIBLE FOR ALL SUCH LOSS AND/OR DAMAGE.**
- c. I agree to pay for the loss of use of any Vehicle from the date of damage until the Vehicle is repaired and replaced in rental service, at a rate equivalent to a full-day rental rate for each day Outfitter is unable to use the Vehicle, not to exceed 14 days.
- d. I hereby authorize Outfitter to charge my credit card provided as a 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 ARE SUBJECT TO A DAMAGE DEPOSIT IN THE FORM OF A CREDIT CARD PREAUTHORIZATION TO BE DETERMINED BY OUTFITTER.**

### **6. DAMAGES - CHECK IN AND CHECK OUT.**

- a. I will check-in (return) the Vehicle in the same condition it was upon checkout (pickup), reasonable wear and tear expected. In Outfitter's sole discretion, excessive wear or damage will be charged as deemed appropriate. *Drive belt breakage is considered damage.*
- b. **ANY AND ALL DAMAGE AND/OR LOSS SUSTAINED TO THE VEHICLE DURING THE RENTAL PERIOD IS MY RESPONSIBILITY AND IS TO BE PAID FOR BY ME, THE RENTER.**
- c. If the Vehicle is too dirty to assess the Vehicle's full condition upon check in, the Vehicle will be fully inspected after it has been thoroughly cleaned by Outfitter. If damages are found after such cleaning is performed, these charges will be applied and paid in full by me, the Renter.
- d. Damages, penalties, and additional charges will be taken from my security deposit first. A receipt of all additional charges will be available to me upon request.
- e. I will pay for damages, losses, and penalties beyond my security deposit within 15 days of receiving a bill for the damages. I will pay using secured funds (certified check or money order) or with a credit or debit card. I will be

## **Rental Agreement**

billed or charged by Outfitter. Outfitter will hold my security deposit no longer than 15 days after check-out date, if there are no damages. If there are damages, the deposit will be held until payment is made.

f. I agree to only operate the Vehicle in authorized areas. If the Vehicle is rendered inoperable, regardless of 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 the rental facility.

**g. I AM RESPONSIBLE FOR ALL DAMAGE TO THE VEHICLE, INCLUDING BUT NOT LIMITED TO DAMAGE CAUSED BY WEATHER, ACTS OF GOD, OR TERRAIN CONDITIONS.**

### **7. VEHICLE RENTAL SCHEDULE.**

a. Check-out time is no earlier than the reservation time on the check-out date.

b. Check-in time is no later than reservation time on the check-in date.

c. I am aware that I will receive no assistance from Outfitter outside of the designated ride time and I am aware that Vehicle movement can be monitored 24 hours a day. I am also aware that I can be subject to punishment for operating the Vehicle outside of the designated ride time.

d. There are no refunds or discounts if I am late to pick up the Vehicle.

e. If I return a Vehicle to the Outfitter any time after the check-in time, I will be charged a fee of \$60 per vehicle. If I return a Vehicle more than one hour after the check-in time, I will be charged an additional fee of \$125 per vehicle. If I return a Vehicle more than two hours after the check-in time, I will be charged an additional fee equivalent to the full-day rental rate of the Vehicle.

f. Outfitter will take legal action and seek prosecution if the Vehicle is not returned within 24 hours of the check-in time.

### **8. REFUND POLICY TERMS AND RELEASE FORM.**

a. Cancellations that occur with at least 48 hours advanced notice to Outfitter prior to the check-out time are subject to forfeiture of reservation deposit funds. Cancellations that occur with less than the required notice will receive NO refund.

b. If weather adversely affects the ability to utilize the Vehicle, Outfitter is under NO obligation to issue a refund or discount.

c. If the Vehicle fails, I am REQUIRED to contact Outfitter immediately, or as soon as possible. Failure to make such contact will delay or forfeit any possible refunds. Depending on the availability and circumstances of failure, Outfitter will replace the Vehicle and/or issue a refund for the portion of the day the failure occurred. If the Vehicle is disabled and cannot be replaced due to lack of availability, a refund for the day of failure and/or the remainder of the rental period will be issued.

d. If I am not satisfied with the overall experience of the trails or areas, Outfitter 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, Outfitter is not responsible and under no obligation to issue any refunds.

### **9. NON-TAMPER AGREEMENT.**

## **Rental Agreement**

**a.** Each Vehicle supplied by Outfitter is properly maintained and adjusted for reliable and safe operation. All adjustments and maintenance are to be performed by individuals approved by Outfitter ONLY. Failure to comply with these rules will result in full or partial forfeiture of your security deposit of the Vehicle.

**b.** If at any time, I feel something is out of adjustment or needs attention in any way, the Vehicle is to be returned to the Outfitter where it can be attended to by individuals approved by Outfitter. I am aware that I am not permitted to tamper with cameras or any other devices on any Vehicle. I am aware that doing so will be a violation of this Agreement and can subject me to punishment, including but not limited to an additional \$500 charge.

### **10. MISCELLANEOUS.**

**a.** I, the Renter, release the Outfitter, their agents, and their employees from all claims for loss of, or damage to, my personal property or that of any other person, that is received, handled, stored, left, carried into, or left on the Vehicle, whether or not the loss or damages were caused by Outfitter's negligence or was otherwise Outfitter's responsibility.

**b.** No term of this Agreement can be waived or modified except by a writing that Outfitter has signed.

**c.** A waiver by Outfitter of any breach of this Agreement is not a waiver of any additional breach of my obligations under this Agreement. Outfitter's acceptance of payment or failure, refusal, or neglect to exercise any of Outfitter's rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, the Renter releases the Outfitter for any liability for consequential, special, or punitive damages in connection with this rental, the reservation of a Vehicle or the Equipment, or this Agreement.

**d.** If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

### **11. ASSUMPTION OF RISK. THIS IS AN OFF ROAD VEHICLE I UNDERSTAND THAT ACCIDENTS HAPPEN.**

I expressly and voluntarily assume all risk and liability for the loss or damage to any Vehicle or Equipment obtained from Outfitter, for death or injury to any person or property, and for all risks and liabilities arising from the use, conditions, and possession of the Vehicle and Equipment received or obtained from Outfitter.

### **12. WAIVER AND RELEASE OF CLAIMS AND COVENANT NOT TO SUE.**

This Agreement is entered into in conjunction with the Waiver and Release Agreement.

**13. INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect, and hold Outfitter and its suppliers, 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,

## Rental Agreement

condition or possession of the Vehicle or any other equipment received or obtained from Outfitter. The undersigned likewise shall indemnify each of Outfitter and its suppliers, their shareholders, directors, officers, employees, agents, successors, and assigns against any losses, costs, or expenses, including attorneys' fees, resulting from a breach of this Agreement.

**Initial** \_\_\_\_\_

### **14. SURVIVAL.**

Subject to the limitations and other provisions of this Agreement, the following shall survive the expiration of this Agreement: (a) Sections 0, 0, 13, 0, 0, 0, and this Section 0 of this Agreement, (b) all representations and warranties of Renter and Outfitter, (c) any provision related to recovering payment, fees, or other expenses from Renter, and (d) any other provision that, in order to give proper effect to its intent, should survive expiration of the Agreement. All other provisions of this Agreement shall not survive the expiration of this Agreement.

### **15. PARTIAL INVALIDITY AND 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, all covenants herein, including that in Section 0, and the associated Waiver and Release Agreement shall be governed and construed under the laws of the State of Arizona.

### **16. 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.

### **17. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS.**

This instrument, including any attachments, as well as the Waiver and Release Agreement, constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized representative of Outfitter. I, the undersigned, certify that I have read the Agreement and understand the contents of this document. I execute it voluntarily, in good faith, and with full knowledge of its significance.

...

# Rental Agreement

**I HAVE READ THIS AGREEMENT CAREFULLY BEFORE SIGNING IT.**

**I UNDERSTAND, ACKNOWLEDGE, AND AGREE TO ALL THE TERMS SET FORTH HEREIN.**

**DRIVER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**PASSENGER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**MINOR PASSENGER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Parent or Legal Guardian Name

\_\_\_\_\_  
Date

**OUTFITTER**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

# Rental Agreement

## ATTACHMENT A Schedule, Price, Vehicle, and Equipment Rental Term.

**Check-out.** Date: \_\_\_\_\_ time: \_\_\_\_\_ a.m./p.m.

**Check-in.** Date: \_\_\_\_\_ time: \_\_\_\_\_ a.m./p.m.

**Rental Price.** The price to be paid by Renter for the privilege of using a Vehicle and Equipment between the Check-Out and Check-In times shall be:

---

---

---

---

---

---

**Vehicle.** The vehicle(s) rented is/are (the “Vehicle”):

---

---

---

---

---

---

**Equipment.** The equipment rented is (the “Equipment”):

---

---

---

---

---

---

---

---

---

---