



## RENTAL AGREEMENT AND WAIVER OF LIABILITY

In consideration of the services of Pipestone Rentals & Adventures, LLC, their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "PR&A"), I hereby agree to release, indemnify, and discharge PR&A, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in Side X Side activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** the possibility of rough terrain, slips and falls; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; collision with fixed or movable objects, or vehicles, and accidents can occur getting in or out; the forces of nature including extremes of weather, lightning and rapid weather changes, exposure to sun, strong wind, exposure to temperature and weather extremes which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; musculoskeletal injuries including head, neck, and back injuries; wrist, arm, or shoulder injuries; equipment failure and/or operator error; the negligence of other visitors, participants, or other persons who may be present; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity; transmissible pathogen or disease; riding on uneven snow covered terrain; changing snow conditions and variations in elevations; loss of control of the side x side; falls from the side x side; steepness of slopes, snow depth, instability of snow pack or varying and difficult weather; Traveling to and from activity locations raises the possibility of any manner of transportation accidents; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, PR&A LLC personnel have difficult jobs to perform, and they are focused on the safety of all participants. The PR&A LLC staff can only preform based on the participant's full disclosure of fitness and/ or abilities. Further, weather, and environmental conditions can be unpredictable and PR&A cannot be expected to accurately judge the weather and environmental conditions. PR&A seeks to provide a safe and fun experience but equipment may malfunction. If equipment malfunctions participants should immediately call the PR&A LLC office for assistance.

1. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. Additionally, while participating in this activity; wear a properly fitted and secured DOT or SNELL certified helmet while participating in ATV/Side x Side related activities.
2. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless from any and all claims, demands, or PR&A causes of action, which are in any way connected with my participation in this activity or my use PR&A LLC's equipment or facilities, **including any such claims which allege negligent acts or omissions of PR&A LLC.**
3. Should PR&A or anyone acting on their behalf, be required to incur lawyer's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
4. I/we further agree, as consideration of the rental of this ATV/Side x Side from PR&A LLC. that I/we will operate this machine only in accordance with the applicable Federal, State, and Local Laws and Regulations and that I/we will reimburse PR&A LLC for any fines or penalties assessed against PR&A LLC for any infraction of the law or rules committed by me/us while operating this vehicle.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against PR&A LLC, I agree to do so solely in the state of Montana, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**DIRTY FEE:** I authorize PR&A LLC to charge my credit card a fee of no less than seventy five dollars (\$75.00) and no more than two hundred dollars (\$200.00) if I return the Side X Side rental with an unacceptable amount of mud on it (please see pictures at PR&A rental shop for examples). I agree that a PR&A employee will determine the charge amount to my credit card for this fee.

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**DAMAGE FEE:** If I return Rental Equipment with damage, I authorize PR&A LLC to charge my credit card a Damage Fee. I understand this fee will be calculated by the amount of damage to the Equipment including, but not limited to, recovery time, inspection time, lost rental time, invoicing time, and mechanical repair time that it takes to repair the Side X Side. I authorize a \$100.00 charge to my credit card per hour of the time for retrieval time, inspection time, invoicing time and mechanical repair time. I authorize PR&A LLC to charge my credit card a Damage Fee up to the full value of the Rental Equipment PLUS any associated transaction and/or registration fees, and lost rental time incurred by PR&A LLC associated with the replacement of damaged equipment for any rental equipment on my rental reservation that I return with damage. I understand and agree to pay the automatic two thousand dollar (\$2000.00) fee if the rental Side X Side is rolled over or tipped on it's side. This (\$2,000) fee only covers the left or right side of the Side X Side, including a torn/scratched roof, scratched roll cage, and scratched plastics. This charge will vary and is up to the digression of PR&A personnel. I agree to pay one hundred percent (100%) of any damage to the Side X Side beyond the two thousand dollars (\$2000.00) charge.

**RETRIEVAL FEE:** If I experience mechanical issues while out on my Side X Side rental ride and I need an employee from PR&A to come retrieve me, I authorize a \$100.00 charge to my credit card per hour of the time and per employee it takes to retrieve myself and/or passengers and the Side X Side from the time PR&A employee/s leaves from one location to the time it takes to get back to the PR&A's shop if the fault is on me. If the fault is on PR&A Side X Side rental I agree to wait for a PR&A employee/s to come access the situation and determine who is at fault.

**LATE FEE:** If I choose to keep my rented Equipment longer than my rental duration, I agree to contact PR&A LLC to request a Rental Extension. I understand that a Rental Extension is not guaranteed. If I choose to return a Side X Side for duration longer than my selected Rental Period, without receiving a Rental Extension, I authorize PR&A LLC to charge my credit card with a late fee of one hundred percent (100%) of the day Rental Rate for each non-returned item, per each day I fail to return them. If I am less than one hour late past my rental period, I authorize a \$100.00 charge to my credit card.

**RENTAL SECURITY DEPOSIT/CANCELLATION POLICY:** Upon submission of my Rental Reservation, I, the cardholder, hereby authorize PR&A LLC to charge my credit card for the full amount of my rental duration. I understand that this deposit is non-refundable if I do not cancel before 48 hours of the time my rental reservation begins. I authorize that if I do cancel 48 hours before my reservation PR&A LLC will charge my credit card 20% of my deposit.

**DAMAGE FEE/ EQUIPMENT SECURITY DEPOSIT:** Upon submission of my Rental Reservation, I, the cardholder, hereby authorize PR&A LLC to charge a Security Deposit to the value of two thousand dollars (\$2,000.00) per Side X Side to my credit card. I understand that this deposit is fully refundable on the return of the Equipment rented in the condition that it was received. If the equipment is returned with damage of any kind, the Security Deposit will be put towards any damages. I authorize PR&A LLC to charge this card (100%) of any damage to the Side X Side beyond the two thousand dollars (\$2000.00) charge.

**MINIMUM AGE REQUIREMENT (OF PRIMARY RENTER):** The minimum age for the primary renter to rent Equipment at PR&A LLC is 25 years of age at the time of rental.

**EXTENDED RENTAL:** If a Side X Side is rented for more than one nine-hour day, I agree to only fuel the Side X Side with **clean 91 non-ethanol** fuel.

PIPESTONE RENTALS & ADVENTURES, LLC makes no warranty of any kind, express or implied, as to the quality and manufacture, safety, drivability of a particular vehicle or equipment covered in this agreement. The undersigned acknowledges the inherent dangers of riding a Side x Side, as outlined in the Release and Assumption of Risk Agreement.

PIPESTONE RENTALS & ADVENTURES, LLC does not provide medical insurance or liability insurance to the driver or passengers of the Side x Side. The undersigned hereby agrees to provide their own medical insurance and liability insurance.

## **PROTECTIVE RIDING HEADGEAR AGREEMENT**

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I, the undersigned, have been fully warned and advised by Pipestone Rentals & Adventures, LLC (hereinafter collectively referred to as "PR&A"), that I shall wear a properly fitted and secured DOT and/or SNELL certified helmet while riding or being around all-terrain vehicles ("ATV's/Side X Sides") or off-highway vehicles ("OHV's") (whether on the premises or off of the PR&A's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of PR&A and numerous court cases in refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.

By executing this document, the undersigned driver and passenger(s) agrees to the following terms and conditions of this Rental Agreement:

1. I, the driver and passenger(s) agree to follow all laws and regulations of the State of Montana and the safety rules of the Polaris Side x Side safety video that I have viewed. I agree to follow all rules of the trails and operate the Side x Side in a safe manner.

2. I, the driver, agree that I, the undersigned, will be the only person operating the Side x Side during the rental use. I agree to be personally liable for any financial damages as a result of loss or damage cause to the Side x Side or to another person as a result of my driving the Side x Side. I UNDERSTAND I AM RESPONSIBLE FOR ALL COSTS FOR SUCH LOSS OR DAMAGE.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against PR&A LLC on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at PR&A LLC\*. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

**BY SIGNING THIS DOCUMENT, YOU MAY BE WAIVING YOUR LEGAL RIGHT TO A JURY TRIAL TO HOLD THE PROVIDER LEGALLY RESPONSIBLE FOR ANY INJURIES OR DAMAGES RESULTING FROM RISKS INHERENT IN THE SPORT OR RECREATIONAL OPPORTUNITY OR FOR ANY INJURIES OR DAMAGES YOU MAY SUFFER DUE TO THE PROVIDER'S ORDINARY NEGLIGENCE THAT ARE THE RESULT OF THE PROVIDER'S FAILURE TO EXERCISE REASONABLE CARE.**

Print Name **(DRIVER 1)** \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_  
Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

CHECK BOX TO ACKNOWLEDGE YOU HAVE WATCHED POLARIS RZR SAFETY VIDEO

Print Name **(PASSENGER 1/ DRIVER 2)** \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City/ \_\_\_\_\_  
State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_  
Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

DRIVER #2, CHECK BOX TO ACKNOWLEDGE YOU HAVE WATCHED POLARIS RZR SAFETY VIDEO

Print Name **(PASSENGER 2)** \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_  
Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

Print Name **(PASSENGER 3)** \_\_\_\_\_ Phone Number \_\_\_\_\_  
Address \_\_\_\_\_ City/State \_\_\_\_\_ Zip \_\_\_\_\_  
Email \_\_\_\_\_

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