

# RENTAL AGREEMENT

(1) DRIVER'S NAME _____ Driver's License # _____ (2) PASSENGER'S NAME _____ Driver's License # _____ ADDRESS _____ CITY _____ STATE _____ ZIP _____ PHONE # _____ EMERGENCY CONTACT PERSON _____ EMERGENCY CONTACT PHONE# _____ TODAY'S DATE _____	<p style="text-align: center;"><b>On The Trail Rentals, Inc.</b>                  P.O. Box 629                  Grand Lake, CO 80447                  (970) 627-0171 or (970) 627-8866                  Fax: (970) 627-3968 <a href="http://www.onthetrailrentals.com">www.onthetrailrentals.com</a></p> <hr/> NOTES: _____  _____  <b>EQUIPMENT:</b> Suits, Boots, Helmet, Map and one (1) tank of gas included with rental. Snowmobile or ATV identified on check out form.
<b>DOES THE PARTICIPANT HAVE ANY MEDICAL CONDITIONS OR ALLERGIES WE SHOULD BE AWARE OF, THAT WOULD IMPACT THE ABILITY TO DRIVE OR RIDE A SNOWMOBILE OR ATV?</b> <b>CHECK ONE: DRIVER</b> <input type="checkbox"/> YES <input type="checkbox"/> NO <b>PASSENGER</b> <input type="checkbox"/> YES <input type="checkbox"/> NO IF SO, PLEASE DESCRIBE: _____ <b>Please circle one:</b> Lessee's riding level: (1) new rider    (2) a few times    (3) regular rider    (4) frequent rider Passenger's riding level: (1) new rider    (2) a few times    (3) regular rider    (4) frequent rider	

**THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY. YOU MUST UNDERSTAND IT BEFORE SIGNING IT.**

DEFINITIONS: "Lessor" means ON THE TRAIL RENTALS, INC.

"Lessee" means the person who is renting/operating the equipment from ON THE TRAIL RENTALS, INC., named above

I am 18 years of age or older, or the legal guardian of the above named person who is under the age of 18 years, and in consideration of the services of Lessor, which I have agreed to pay at the rates currently charged, hereby acknowledge, agree, promise and covenant with Lessor, as follows:

Although the equipment leased to me by Lessor is appropriate so that I might enjoy an activity at which I may not be skilled, Lessor has informed me and I understand that this activity is not without **substantial risk**. These inherent risks can be the cause of loss or damage to my property, or accidental injury, illness or in extreme cases, permanent trauma or death. Among these risks are the following: (1) the nature of the activity itself; (2) the acts or omissions, negligent in any degree, of Lessor, its agents and employees; (3) the acts or omissions, negligent in any degree, of other persons or entities; (4) latent or apparent defects or conditions in equipment or property supplied by Lessor; (5) weather; (6) use or operation, by myself or others, of equipment supplied by Lessor or others; (7) exposure to noise and exhaust; (8) contact with vegetation or animals; (9) my own physical, mental or emotional condition, or my own acts or omissions; (10) conditions of roads, trails, lakes, fences or terrain, and accidents connected therewith; (11) first aid, emergency treatment or other services rendered; and/or (12) consumption of food or drink/alcohol. I understand and acknowledge that the above list is not complete or exhaustive, and that other risks, known or unknown, identified or unidentified, may also result in **injury, death, illness or disease, or damage to property**. I acknowledge that the staff of Lessor has fully explained to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

Being aware that this activity entails risk, I agree, covenant and promise and assume all responsibility or liability and risk for injury, death, illness, disease, or damage to property, arising out of or in any way connected with the participation in this activity to myself. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the risks. I hereby certify that I am fully capable of participating in this activity.

I hereby voluntarily release and forever discharge Lessor, its agents, shareholders, officers, directors, and employees, and all other persons or entities from any and all liability, claims, demands, actions or rights of action, loss, damages, injury to persons or property, which are related to, arising out of or in any way connected with my participation in this activity and use of the leased equipment, including attorney's fees and costs incurred.

I further agree, promise and covenant to hold harmless and indemnify Lessor, its agents, shareholders, officers, directors and employees, and all other persons or entities for any injury to person or property, death, illness, disease or damage, expenses and costs including reasonable attorney's fees. I further agree, promise and covenant not to sue, assert or otherwise maintain or assert any claim against Lessor, its agents, shareholders, officers, directors or employees, and all other persons or entities, for any injury, death, illness or disease, or damage to my property, arising out of or in any way connected with my participation in this activity.

***I understand and acknowledge that by signing this document I have given up certain legal rights or possible claims which I might otherwise be entitled to assert or maintain against Lessor, its agents, shareholders, officers, directors and employees, and other persons or entities, including specifically, but not limited to, claims of negligence in any degree of Lessor, its agents and employees.***

I understand Lessor reserves the right to refuse service to any person for any reason which is not prohibited by law including, but not limited to, the participant's failure or refusal to comply with any instructions, requirements, rules, regulations, and directions, imposed by Lessor, its agents and employees, and/or any applicable governmental agencies.

I/we will be responsible for the above listed equipment and acknowledge that it is received in good working condition. Lessee agrees to pay stipulated rental rates and any additional charges therefore, as published or posted. Lessee agrees to return said equipment in the same condition as when received and to use it in a proper manner. In the event any of the rental equipment is lost, destroyed or damaged, Lessee agrees to promptly pay to the Lessor the full value of said such rental property or an amount equal to the cost of replacing all damaged parts. Lessee agrees to promptly pay all additional costs (ie, lost rents on equipment, recovery charges, transportation, etc.) in the event the rental equipment is lost, destroyed or damaged. Lessee further agrees that all attorney fees, all court costs and all expenses of collection, including 18% per annum default interest, will be born by Lessee and immediately payable to Lessee.

I/we will comply with all regulations and postings for entering upon public and private property. My/our failure to so comply will result in an immediate breach of this Agreement.

Lessor's insurance company requires each driver and rider to wear a helmet and no one under 18 years of age may rent Lessor's rental equipment. I/we agree to this requirement. I/we agree that we have not consumed any kind of alcoholic beverage, illegal drugs or drugs that will impede Lessees/passenger's ability to operate rental equipment and will not consume any of the same during the time the above equipment is being rented. **I WILL NOT ALLOW RIDERS UNDER 18 YEARS OF AGE TO DRIVE A SNOWMOBILE OR ATV.**

If I/we have back ailments, back injury, have had back surgery, knee surgery or any physical ailments; I/we are aware that snowmobile and ATV riding may cause more injury or may cause injury to reoccur or increase in intensity. I/we will not hold ON THE TRAIL RENTALS INC. liable for injuries.

### AUTHORITY TO BIND MINORS

If the above named person is a minor or otherwise incapacitated I, the undersigned, represent and warrant to Lessor that I am the parent or legal guardian of the above named person and that I am authorized to sign this document on behalf of the person. I consent to the person's participation in these activities with knowledge of and in spite of the risks. I affirm that I have read and understand this document and I agree that the person shall be bound by all of the terms of this agreement, both now and after the person's age of majority or end of any incapacitating condition. I hold harmless and indemnify Lessor, its agents and employees for any claims, damages, actions, causes of actions, including reasonable attorney's fees and costs, incurred as a result of my misrepresentation or breach of warranty under this provision.

**BY SIGNING THIS AGREEMENT I/WE AGREE TO THE TERMS AND CONDITIONS OF SAID CONTRACT.**

(1) LESSEE \_\_\_\_\_ (2) PASSENGER \_\_\_\_\_