

Breakdown Emergency # _____

The undersigned hereby rent from Steve's ATV Service, Inc. a California corporation, ("Steve's ATV Rentals") the following described all-terrain vehicle (ATV/UTV) or equipment for a limited period of time, upon the following terms and conditions. STORE: _____

Form with fields for Full Name, Drivers License, Date of Birth, Residence Address, Apt/Space #, City, State, Zip Code, Cellular Telephone, Home Telephone, Email Address.

Table with columns: ATV/DB EQUIPMENT, INITIAL HOURS, RENTAL AMOUNT, DEPOSIT, EQUIPMENT #, SCHEDULE START TIME, END TIME.

Table with columns: ADDITIONAL CHARGES HOURS/CHARGES/DAMAGES, ADD. CHARGES AMOUNT. Includes rows for Rental, Fuel, RBI/Waiver, Accessories, Total.

Each of the undersigned acknowledge and agree as follows: NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY - NO INSURANCE PROVIDED

Steve's ATV Rentals makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drive ability or fitness for any particular purpose of any vehicle or equipment covered by this agreement.

CIVIL CODE SECTION 1542, WHICH PROVIDES: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

TERMS AND CONDITIONS -READ THIS CAREFULLY

- 1. RULES OF OPERATION. I agree to follow and be bound by the General ATV/UTV Operation Rules on the reverse and made a part of this agreement.
2. NOTIFICATION OF CALIFORNIA VEHICLE CODE (CVC) REQUIREMENTS CVC§38503(b): All customers under age 18 without an All Terrain Vehicle Safety Institute (ASI) Certificate/Card shall be supervised by an adult with the Certificate/Card.
3. LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE. I agree that only the persons signing or otherwise identified in this agreement will operate the rented ATV/UTV(s), other vehicle(s), or equipment and that passengers will not be carried on any ATV.
4. ASSUMPTION OF RISK. I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from Steve's ATV Rentals, 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 above identified ATV/UTV or any other ATV/UTV and/or equipment received or obtained from Steve's ATV Rentals.
5. WAIVER AND RELEASE OF CLAIMS. The undersigned, on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest, now and forever waive, release and discharge Steve's ATV Rentals, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and/or operation, condition or possession of the above referenced ATV/UTV and any other ATV/UTV or other equipment received and/or obtained from Steve's ATV Rentals.

- 6. COVENANT NOT TO SUE. I agree and covenant on behalf of myself, my children and any minor for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against Steve's ATV Rentals or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Steve's ATV Rentals and its shareholders, directors, officers, employees, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced ATV/UTV or any other ATV/UTV or equipment received and/or obtained from Steve's ATV Rentals.
7. INDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Steve's ATV Rentals, its 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, condition or possession of the above referenced ATV/UTV or any other ATV/UTV or other equipment received or obtained from Steve's ATV Rentals.
8. PARTIAL INVALIDITY/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, covenant, waiver and release shall be governed and construed under the laws of the State of California.
9. 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 attorneys fees and all costs and expenses incurred in pursuit thereof. There is a \$150 administration fee if you dispute your credit card charge in breach of this agreement.
10. ENTIRE AGREEMENT, NO ORAL MODIFICATION. This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized corporate representative of Steve's ATV Rentals.
11. PARENTAL CONSENT. I am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed ATV/UTV or any other vehicle or equipment I may obtain from Steve's ATV Rentals may be used and operated by such minor(s) in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement.
12. JOINT AND SEVERAL LIABILITY/USE OF TERMS. In the event the undersigned consist of more than one party, then each of the undersigned shall be jointly, severally, and individually liable for all obligations, agreements, and promises of the undersigned herein. As used in this agreement, the singular shall include the plural and the plural the singular and the masculine, feminine, and neuter genders shall each include the others as the context requires.

Each of the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

RENTER | OPERATOR | PARENT | ADDITIONAL RIDER

DATED: _____

Form for Renter/Operator/Parent/Additional Rider with fields for Print Name, Age, Signature.

Form for Renter/Operator/Parent/Additional Rider with fields for Print Name, Age, Signature.

CALIFORNIA GENERAL ATV/UTV OPERATION RULES

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability ("Agreement"), or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any ATV, or other rental vehicle.
2. A helmet must be worn fastened at all times while operating an ATV, or other vehicle!! Additionally wearing chest protectors, gloves, goggles, knee and elbow pads, long pants, long sleeve shirt or jacket, and over the ankle boots will greatly reduce risk of injury.
3. Do not operate any ATV in a manner other than with both hands on the handlebars, both feet on the pegs. Do not operate any UTV until all occupants are properly seat belted.
4. No drugs or alcohol consumption before or during use and possession of rented ATV or other vehicle and equipment.
5. Obey all posted signs. Do not ride faster than posted speed limits.
6. Do not carry passengers other than as originally mounted on the vehicle with the equipment assigned. NO RIDING DOUBLE ON ATVS DESIGNED FOR 1 PERSON. Follow manufactures seating requirements.
7. Ride at your current skill level. Don't push your limit! Be careful.
8. Do not ride outside designated OHV areas or trails. They are clearly marked.
9. Do not ride in the water, wet sand or mud. It corrodes the machine. You will be charged for cleanup each machine!
10. The minimum rollover charge for any ATV is \$25.00. The minimum charge for any UTV rollover is \$300 plus the cost to repair the damages – parts at retail price, labor at \$100 per hour and vehicle downtime at the daily rental rate. If a rollover or tip over occurs where the damage disables the vehicle, the remainder of your time is downtime and no substitute vehicle will be given. This is not limited to tipping or flipping the vehicle on its side or top.
11. Respect people's campsites and do not endanger the campers, their kids or pets. The speed limit around campsites and on the beach is 15 mph
12. Do not participate in any race or other contest involving ATV/UTV's or other vehicles.
13. Do not tow other ATVs or other vehicles and do not have them tow you and your rental ATV or rental vehicles.
14. Watch out for drop-offs and sand bowls. They can vary from one foot to 80 feet. Be very careful!
15. Watch out for rocks and ruts while riding in the desert. Hitting rocks/sharp objects can ruin tires and damage the suspension of your rental. You are responsible for all tire damage that occurs during your rental.
16. Be aware of other riders and vehicles. Conditions can become crowded very quickly.
17. Ride prepared. Bring a charged cell phone, suitable clothing, maps and bottled water.
18. Do not attempt steep trails when you do know where they end up. Being trapped at bottom of a canyon can lead to expensive recovery bill for your machine.
19. Do not park and leave vehicle or equipment unattended. Stay with your vehicle. You are responsible if your ATV/UTV disappears.
20. In case of a breakdown, call your rental location listed on the yellow sticker on your vehicle or speak with a park ranger. Do not leave a disabled vehicle alone at any time. Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.
21. Anyone not following these rules or caught speeding or riding without a helmet, will be escorted back to Steve's ATV and the remainder of their riding time will be forfeited.
22. Vehicles are to be returned on time or additional fees will be charged.
23. There are no refunds for early returns.
24. There are no refunds due to weather changes.
25. You must return to refuel every 3 hours.
26. Always take care of our equipment. Please drive carefully, these razors cost over \$15,000 each. If you damage it or total it today, we expect you to pay for it today.
27. Never ever jump this vehicle. It will land on its nose. Damaging the suspension or frame is expensive. It will cost you parts labor and down time.
28. Never make aggressive turns or donuts, the tires can come off the rims and cause this vehicle to tip over or roll over. Our roll over fee is a minimum of \$300 even if it goes on its side. The tire fee is \$100 to clean out and re-mount the tire.
29. Getting stuck and trying to drive out is the number one cause of belt failures. Prolong driving under 10 miles an hour in high range will also destroy the belt. There is a \$200 charge to replace the belt.
30. Be aware of your terrain. Do not go up, down or sideways on steep inclines. Explore your terrain before traveling at higher speeds. Watch ahead for other vehicles. Sudden drop offs are everywhere.
31. Always instruct and ensure that everybody is properly seat belted in and knows their proper hand hold. Never allow passengers to hold on to roll bars or door frames. Always ensure all passengers are wearing helmets and that the helmets are strapped on properly.
32. Passengers should be able to reach hand holds and place feet on the floor with seat belts fastened. We do not recommend or allow small children to ride in car seats. Never put a child in your lap to help you drive
33. If you hear or feel anything that seems like you have a mechanical problem developing please stop and call us to prevent further damage.
34. Always stay out of the areas we have outlined to prevent unnecessary risk of damage or collision or injuries. There is a \$150 towing charge if we have to tow you out.
35. When shifting gears, always make sure the vehicle is stopped. Always ensure engine is at idle always move shifter gently. Never engage the all-wheel-drive while the wheels are spinning. Severe damage to transmission differential or drive-line can occur.
36. We reserve the right to further inspect and revise our estimate of damages after your ride. You are responsible for everything that gets broke during your rental it is not covered by any insurance.
37. Do not allow underage drivers to drive the vehicle. Our minimum age is 25 to drive are razors never allow anyone who has not signed our agreement to ride or drive this vehicle
38. Always remember the 15 mile an hour speed limit on the beach or within 50 feet of other campers. It is easy to forget your speed.