

PARTICIPANT AGREEMENT

I agree to indemnify and to waive claims against Adventure Rentals LLC. and Adventure Motorsports LLC., ("ADMO") on the terms set forth in this Rental Agreement, Indemnity and Release of Claims. In consideration of the services of ADMO, their agents, owners, officers, volunteers, participants, employees, and all other persons acting on their behalf, I hereby agree to pay for any damages that occur to the equipment during my possession, and assume responsibility for myself, my spouse, my children, my parents, my heirs, assigns, personal representative, and estate.

----- PLEASE PRINT CLEARLY ----- PLEASE PRINT CLEARLY -----

Name _____ Age _____ Home Phone: _____

Address _____ Local Phone: _____

City _____ State _____ ZIP _____ Drivers Lic#/State: _____

Local Accommodations _____ Emergency Contact: _____

E-mail _____ Phone Number: _____

Snowmobile Rental ATV Rental Scooter Rental

RENTAL OF EQUIPMENT. I agree to rent equipment (the "Equipment") for purposes of using it on an un-guided rental from ADMO at the rates set by ADMO. I agree to pay all applicable late fees, damage/repair fees, recovery fees, lost equipment / unreturned fees, and reimburse ADMO for any losses associated with any damage that occurs while the Equipment is in my possession. I agree to pay rental fees, during currently scheduled rentals, that would have been conducted while damages are repaired. If all fees, associated with the rental of the Equipment, exceed my deposit I will pay all fees within ten days of rental date or pay an additional 10% on unpaid balances. I agree to pay, in full, according to the invoice of ADMO and its vendors any fees associated with the rental of the Equipment. If balances are unpaid I agree to pay for all collection charges (35%). I also agree that if legal proceedings are initiated they will take place in the State of Oregon, county of Deschutes. I will also pay for legal fees, including but not limited to attorneys fees, court fees, and collection fees (35% OF TOTAL DUE) ADMO incurs (relating to the recovery of payment or to defend itself from legal action.) Equipment returned without being checked in by the ADMO rental agent shall be at my risk. Initial _____

INHERENTLY DANGEROUS ACTIVITY; ASSUMPTION OF RISK OF INJURY OR DEATH. I know that recreational use of the Equipment is inherently dangerous. Use of the equipment carries a **risk of serious injury** or even **death**. I know that this sport entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, property, or to third parties. I am voluntarily participating in the use of the Equipment with knowledge of the dangers involved. I agree to assume and accept any and all risks of **injury or death** resulting from the inherent dangers of the activity. Initial _____

INDEMNITY, RELEASE AND AGREEMENT TO HOLD HARMLESS. I accept liability for my use of the equipment. Furthermore, ADMO employees have difficult jobs to perform. They seek safety, but they are NOT infallible. They might be unaware of participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction. In consideration of being permitted to use the Equipment, I agree to release from liability and to indemnify and hold harmless ADMO, its agents, employees, representatives, officers, directors, and owners, from any and all claims, losses, and liabilities (including costs and attorney fees) that I may now have or which I may hereafter have for injury or death to myself, or for which I may be liable to others, arising out of or in any way connected with my use of the Equipment. My participation in this activity is purely voluntary, and I **elect to participate in spite of the risks**. Initial _____

RELEASE OF CLAIMS FOR NEGLIGENCE. I also release and waive any claims I may have against ADMO, its agents, employees, representatives, officers, directors, and owners based upon ordinary negligence, including any damage caused by the negligent act or omission of any of those mentioned above or others acting on their behalf, or in any way arising out of or connected with my participation in any activities involving use of the Equipment. 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 cost 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. Initial_____

RESPONSIBILITY FOR OPERATION. **Because operation of the Equipment can be dangerous, I agree to take whatever precautions and obtain whatever training or guidance is necessary for its safe operation, including, but not limited to, the following:**

The Equipment requires **special riding skills** due to its handling. I am familiar with the safe use and operation of Rental Equipment including but not limited to the rules and conduct required on state lands. I understand that at anytime I feel unsafe or lack the skill to use the equipment safely I agree to stop the activity and seek assistance. I realize I am in control of the equipment and cannot rely on others to keep me and the equipment free from danger. To the extent I am unfamiliar with the safe use and operation of the Equipment, I agree to obtain qualified training in the safe and proper operation of the Rental Equipment prior to use.

I agree to wear an approved helmet or life vest at all times while operating the Equipment.

I am not under the influence, and **will not be consuming alcohol or drugs** while I am using the Rental Equipment. If ADMO finds that I am under the influence I agree to return the Equipment and pay for my total trip time scheduled. If ADMO incurs any cost in transporting me I agree to pay in full according to their bill.

I am physically sound and suffering from no condition, impairment, disease, infirmity, or other illness that would prevent my participation in activities involving the Rental Equipment.

I am not pregnant. If I am pregnant I will seek medical advice and not hold ADMO liable for any loss associated with my pregnancy.

6. I understand that **I could get lost.** I agree if I become lost or hurt while operating the equipment, I will not hold ADMO, its agents, employees, representatives, officers, directors, or owners responsible and that it is my responsibility to keep myself safe an out of harm's way.

INTENTION AND ENFORCEMENT OF THIS AGREEMENT. By signing this agreement below I intend to release claims and to agree to **indemnify ADMO for injuries and damages** I may suffer or cause. This agreement should be interpreted to enforce this intention. If any clause or provision of this agreement is not enforceable, all the other clauses and provisions shall remain enforceable shall remain in effect. I may be found by a court of law to have waived my right to maintain any legal action against ADMO on the basis of any claim for which I have released them herein.

I HAVE CAREFULLY READ THIS RELEASE AND WAIVER OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT. I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE **GIVEN UP SUBSTANTIAL RIGHTS** BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE OR GUARANTEE BEING MADE TO ME.

I INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I ALSO ACKNOWLEDGE THAT THIS **AGREEMENT SHALL BE EFFECTIVE AND BINDING** UPON MYSELF, MY HEIRS, ASSIGNS, PERSONAL REPRESENTATIVE AND ESTATE AND FOR ALL MEMBERS OF MY FAMILY.

Date

Signature