

High Mountain Adventures, LLC. RELEASE AND WAIVER OF LIABILITY AGREEMENT/RENTAL CONTRACT

The lessee agrees to rent the vehicles and other equipment hereinafter referred to as Rental(s), described on numbered invoice at the rates established by the Lessor And to furnish the required deposits to the Lessor, which will be refunded upon the return of each Rental(s) in satisfactory condition. The lessee further agrees to pay for any and all damages caused by his/her negligence while in Lessee's possession and if the Lessee allows another party to use the Rental(s) during the time frame of this agreement. The lessee agrees to return the Rental to High Mountain Adventures on or before the day and time indicated unless other arrangements have been made by mutual agreement of Lessor and Lessee. Lessees agree to keep each Rental(s) in a safe place while unattended. Operating any High Mountain Adventures, LLC Rental(s) while under the influence of alcohol or drugs is strictly prohibited and will void the rental contract and collision protection plan. Rental term may be suspended at any time if deemed necessary by High Mountain Adventures or any law enforcement agency.

1. Security deposit \$500 per machine, credit card only. **Must have credit card # on file**
2. Rental prices are Per Day. Seven days cancellation notice required for refunds. Deposit is non-refundable if cancellation occurs within the seven day allowance. Full amount of rental will be charged for cancellations within 24 hours of reservation.
3. **Gas tank is full on pick up, Bring back full** or we will fill the Rental(s) and lessee will pay us the current price per gallon at other Island Park gas stations plus a **\$10.00 Service Fee** per rental.
4. Normal rental hours are **8:30 a.m. to 5:30 p.m.**
5. **\$55.00 per hour late fee charged per machine beginning at 5:30 pm** minimum 1 hour charge no exceptions don't ask!
6. Retrieval of wrecked or damaged rentals will be charged a recovery fee. **Stuck machines are not our responsibility.**
7. **Machines that have been submerged under water or in an avalanche will be purchased by lessee at full retail price. No exceptions. High Mountain Adventures will not attempt any recovery of the rental(s).**
8. **There is NO REFUND for early returns, WEATHER OR OTHERWISE**

_____ I AGREE THAT ALL OPERATORS OF RENTAL EQUIPMENT WILL BE AT LEAST **18 YEARS OF AGE.**

_____ I AM AWARE THAT HIGH MOUNTAIN RENTALS ARE **ONLY LICENSED IN IDAHO**, RENTALS ARE **NOT** ALLOWED IN THE **MT. JEFFERSON** AREA

_____ I AGREE TO WEAR A HELMET AND FOLLOW ALL LOCAL LAWS AND REGULATIONS REGARDING THE OPERATION OF SNOWMOBILES. I WILL BE RESPONSIBLE FOR ANY AND ALL FINES THAT I MAY INCURR

_____ I AGREE THAT I WILL BE RESPONSIBLE FOR ANY AND ALL DAMAGE CAUSED BY ABUSE, NEGLIGENCE, OR WILLFULL NEGLIGENCE AND THESE ACTIONS WILL VOID ANY COLLISION INSURANCE. MACHINES RIDDEN IN THE MT. JEFFERSON AREA ARE THE SOLE RESPONSIBILITY OF THE LESSEE INCLUDING MECHANICAL FAILURE. MACHINES THAT HAVE BEEN SUBMERGED OR INVOLVED IN AN AVALANCHE WILL VOID ANY COLLISION INSURANCE AND WILL BE PURCHASED BY THE LESSEE. NO ATTEMPT AT RECOVERY WILL BE MADE BY HIGH MOUNTAIN ADVENTURES.

_____ I AGREE THAT ALL DAMAGED PARTS ARE REPLACED WITH NEW PARTS AND ANY REPAIR IS MADE AT THE DECISION OF HIGH MOUNTAIN ADVENTURES, there is **no replacement or refund** of wrecked machines.

I AM PURCHASING THE COLLISION PROTECTION PLAN FOR THE RENTAL(S) COVERED UNDER THIS CONTRACT. THE RATE IS \$25.00 ** **700+CC MACHINES ARE \$50**** PER DAY PER MACHINE. THE PAYMENT IS **NON REFUNDABLE**. MY RESPONSIBILITY FOR PHYSICAL DAMAGE TO THE RENTAL(S) WILL BE LIMITED TO **\$1200.00** LIABILITY PER ACCIDENT,PER MACHINE.

SIGNATURE: _____

I AM NOT PURCHASING THE COLLISION PROTECTION PLAN FOR THE RENTAL(S) COVERED UNDER THIS CONTRACT. I WILL BE FULLY RESPONSIBLE FOR ANY AND ALL PHYSICAL DAMAGE PLUS PARTS, LABOR, FREIGHT, AND LOST RENTAL INCOME. FOR THE ABOVE MENTIONED RENTAL(S) AND AUTHORIZE HIGH MOUNTAIN ADVENTURES,LLC TO CHARGE ALL DAMAGES TO MY CREDIT CARD OR I WILL PAY WITH GUARANTEED CHECK OR CASH AT THE TIME THAT THE RENTAL IS RETURNED.

SIGNATURE: _____

The undersigned Lessee, in further consideration of the lease Rental(s) does further agree as follows:

1. The undersigned acknowledges that he or she is aware of the risks and hazards associated with the operation and use of the Rental(s) described herein and the participation in the activity for which those Rental(s) are to be used and assumes and accepts all of those risks and hazards.
2. The undersigned hereby waives any and all claims against Lessor, and the officers, directors, members, owners, and agents of Lessor, for any personal injury suffered by Lessee, Lessee's family, passengers or any other person whom Lessee may allow to ride on or operate the Rental(s) or any claim of damage to the property of Lessee arising from the use of the Rental(s).
3. The undersigned hereby agrees to indemnify, defend and hold harmless the Lessor, and the officers, directors, members, owners, employees, agents, and insurers of Lessor from (i) any claim by the Lessee's family, passengers or any other person whom the Lessee may allow to ride on or operate the leased Rental(s), (ii) any claim of bodily injury by any other party not riding the Rental(s) who suffer injury as a result of the operation of the Rental(s) by Lessee or any other party operating the Rental(s) and (iii) any claim of property damage suffered by any other person resulting from the operation of the Rental(s).
4. The terms hereof shall be binding upon Lessee, and the successors, assigns, personal representatives and heirs of the Lessee. This release shall be binding to the fullest extent possible with respect to the claim of any minor who is the child of the Lessee or for whom Lessee is the guardian of that person.

I have read and understand the above Rental Agreement and will be bound by the terms thereof and understand instructions on the safe operation of Rental(s). I authorize High Mountain Adventures to charge any and all damages to my credit card.

Lessee Name: _____ cell or local phone # _____
 Lessee address: _____ City _____ State _____ Zip _____
 Local Lodging: _____

LESSEE SIGNATURE: _____
DATE: _____ **Return date:** _____ **DESTINATION:** _____

Clothing Rental:
 _____ FULL SUIT _____ HELMET _____ BOOTS _____ JACKET _____ BIBS _____ GLOVES