

High Octane Rentals LLC

Liability Release and Waiver

LIABILITY WAIVER, RELEASE AND ACKNOWLEDGEMENT OF RISK

In consideration of the services and/or rentals from High Octane Rentals LLC and Apache Powersports LLC, and each of their agent(s), owner(s), officer(s), volunteer(s), participant(s), manager(s) employee(s), and all other persons or entities acting in any capacity on its behalf (hereinafter collectively referred to as "HO Rentals") I hereby agree to release, hold harmless, indemnify and discharge HO Rentals on behalf of myself, my children, my parents, my heirs, my relatives, assigns, successors, personal representative and estate as follows:

1. Operating off road vehicles and related equipment entails known and unknown or otherwise unanticipated risks which could result in physical and/or emotional injury, paralysis, death, or damage to oneself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. Such risks include, but are not limited to, riding on uneven terrain, changing trail conditions and variations in elevations, loss of control of the vehicle, falls from the vehicle, being run over by a vehicle, collision with other vehicles, participants, trees, rocks, and other man made or natural obstacles, exposure to the elements, extreme temperatures, inclement weather, hypothermia and frostbite, rollovers, stranding due to mechanical malfunction, encounters with animals and wildlife, getting lost; immersion in cold water, mechanical and/or equipment failures, and unavailability of immediate assistance and/or rescue in case of accident, illness, or injury. Furthermore, HO Rentals might be unaware of a participant's fitness or abilities. There may also be misjudgment of weather or other environmental conditions, whether by participant or HO Rentals. And there may be incomplete warnings or instructions.
2. I understand and expressly agree and promise to accept and assume all of the risks existing in the rental of vehicles and equipment from HO Rentals and all related activities, along with any and all other risks associated with my rental of equipment from HO Rentals, whether known or unknown, seen or unforeseen. My participation in this activity is purely voluntary and at my request, and I elect to participate regardless of the risks.
3. I hereby expressly, irrevocably and voluntarily release, forever discharge, covenant not to sue and agree to indemnify and hold harmless HO Rentals from any and all damages, injuries, liabilities, losses, claims, demands, causes of action and/or any and all other remedies, past present or future, which are in any way connected with my participation in this activity and/or my use of HO Rentals' vehicles, equipment or facilities, **including, but not limited to, any such claims which allege willful or negligent acts or omissions of HO Rentals, and any and all claims against HO Rentals brought by any third party due to my actions or omissions. I further expressly waive any and all rights I may have against HO Rentals and understand that such is a continuing waiver.**
4. Should HO Rentals or anyone acting on its behalf, incur attorney's fees and/or costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs. I further agree to indemnify and hold harmless HO Rentals for any and all actions brought by any third party, including but not limited to, actions related to collisions with other vehicles and traffic accidents.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating in the use of and/or renting of HO Rentals' vehicles and equipment or else I agree to bear the costs of such injury or damage myself. I further certify that I have no medical or physical conditions (including, without limit, use of over the counter or prescription medications) which could interfere with my safety in said activities, or else I am willing to assume, and bear the cost of, all risks that may be created, directly or indirectly, by any such condition.
6. **Claims for remedies, if any, arising from the rental of vehicles and equipment from HO Rentals and/or any associated activities shall be submitted to binding arbitration under the rules of the American Arbitration Association. The venue for arbitration shall be Davis County, Utah, U.S.A. The ruling of the arbitration panel may be lodged with any court in the State of Utah, and/or any other court (or equivalent thereof) of competent jurisdiction whether domestic or abroad, for an**

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enforceable judgment of the same. In the event that I am able to file or continue a lawsuit against HO Rentals, I agree to do so solely in the State of Utah in the Second Judicial District Court and hereby agree to the personal jurisdiction of said court, and I further agree that the substantive and procedural law of Utah shall apply in any action without regard to the conflict of laws rules. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

7. TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, THE PARTIES HEREBY WAIVE, AND COVENANT THAT THEY WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND/OR ACTIVITIES, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE. THE PARTIES AGREE THAT ANY OF THEM MAY FILE A COPY OF THIS PARAGRAPH WITH ANY COURT AS WRITTEN EVIDENCE OF THE KNOWING, VOLUNTARY AND BARGAINED-FOR AGREEMENT AMONG THE PARTIES IRREVOCABLY TO WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY PROCEEDING WHATSOEVER BETWEEN THEM RELATING TO THIS AGREEMENT OR ANY OF THE CONTEMPLATED TRANSACTIONS AND/OR ACTIVITIES, AND WILL INSTEAD BE ARBITRATED AND IF IT CANNOT BE ARBITRATED IT WILL BE TRIED IN A COURT OF COMPETENT JURISDICTION WITHIN THE STATE OF UTAH BY A JUDGE SITTING WITHOUT A JURY.

8. By signing this document, I acknowledge that if myself and/or anyone is hurt, or vehicle(s) or property is damaged during my participation and/or rental of vehicles or equipment, I may be found by a court of law or arbitrator to have waived my right to maintain a lawsuit against HO Rentals on the basis of any claim from which I have released or waived herein, and I may be required to indemnify HO Rentals for any and all damages claimed and/or brought by a third party against HO Rentals.

_____ initial here (required) **I understand that my rights are affected by this document. I state that I have thoroughly read this document and had opportunity for my own legal counsel to review this document and I recognize that I am giving up my right to sue in a court of law and giving up my right to have a jury trial.**

I have read and understand this HO Rentals LLC Liability Release and Waiver, I have the legal capacity to sign the same, and I agree to be bound by the terms herein.

Signature and Date _____

Print Name _____

Emergency contact and phone: _____

Parents or Guardian's Additional Indemnification *(Must be completed for all participants under the age of 18)*

In consideration of _____ (print minor(s) name(s)) ("Minor(s)") being permitted by HO Rentals LLC to participate in related activities and to use its equipment and/or facilities, I further agree to release, waive hold harmless and/or indemnify according to the same terms as outlined above for any and all claims and/or actions which are brought by or may be brought by or on behalf of said Minor(s), and in any way connected with such use or participation by said Minor(s). I further authorize that I have the requisite legal authority and capacity to execute and sign for this minor's authorization.

Parent or Guardian: _____
Print Name: _____ Date: _____