

## HIGH OCTANE RENTALS LLC SNOWMOBILE DAMAGE WAIVER

High Octane Rentals ("HO Rentals") and the undersigned ("Lessee") hereby agree to the following damage waiver terms and conditions:

**DAMAGE RESPONSIBILITY:** HO Rentals agrees, subject to the exclusions below which void this Damage Waiver (DW), to contractually relieve the Lessee of responsibility for physical damage to or loss of the snowmobile caused by Lessee during the rental period beginning at a damage amount of \$2,500.00 up to and including a maximum amount of \$10,000.00. This means that Lessee shall remain responsible for the first \$2,500.00 of all damage(s) and for all damage(s) above \$10,000.00. This DW applies per occurrence and does not operate to cover multiple damages. Thus, and for example purposes only, if Lessee were to damage a ski by hitting a rock, with resulting damage of \$1,200.00, and later damaged the underbelly by running into a tree with resulting damage of \$1,700.00, such would be considered two occurrences and Lessee would be responsible for a total of \$2,900.00.

**COST** of Damage Waiver is \$25.00 per day per high performance snowmobile and \$20.00 per day per non-high performance snowmobile, payable in advance for the rental period.

**This Damage Waiver is not insurance.** **THE PURCHASE OF DW IS OPTIONAL AND not required in order to rent a snowmobile.** Lessee may purchase optional DW from HO Rentals for the above additional fee. If Lessee purchases DW, subject to the actions that invalidate DW listed below, HO Rentals agrees to contractually waive Lessee's responsibility for the amounts after the first \$2,500.00 per occurrence and up to \$10,000.00 per occurrence, of the cost of damage to or loss of the snowmobile or any part or accessory and related repair costs regardless of fault or negligence of Lessee. Notwithstanding anything to the contrary and unless prohibited by law, DW does not apply to lost keys, transponders, or any liability imposed by law. When deciding whether or not to purchase DW, you may wish to check with your insurance representative or credit card company to determine whether, in the event of damage to the snowmobile, you have coverage or protection for such damage and the amount of your deductible or out-of-pocket risk.

DW only covers the snowmobile during the rental period while the snowmobile is being validly rented from HO Rentals and only when all rental and DW costs have been paid.

**PURCHASE OF DW ONLY COVERS DAMAGES TO THE RENTED SNOWMOBILE CAUSED BY LESSEE. DW DOES NOT IN ANY WAY OR MANNER MODIFY LESSEE'S RESPONSIBILITIES UNDER THE SNOWMOBILE RENTAL AGREEMENT OR LIABILITY RELEASE AND WAIVER EXCEPT AS EXPRESSLY STATED HEREIN. IN CASE OF ANY CONFLICT(S) BETWEEN THIS DW AND THE RENTAL AGREEMENT OR THE LIABILITY RELEASE AND WAIVER, THE RENTAL AGREEMENT AND LIABILITY RELEASE AND WAIVER SHALL CONTROL. LESSEE EXPRESSLY AGREES DW DOES NOT COVER PERSONAL INJURY WHATSOEVER (WHETHER TO SELF OR THIRD PARTIES) AND LESSEE SHALL REMAIN FULLY LIABLE AT ALL TIMES FOR DAMAGE(S) TO SELF, OTHER PERSONS AND PROPERTY AS OUTLINED IN THE SNOWMOBILE RENTAL AGREEMENT AND LIABILITY RELEASE AND WAIVER. DW DOES NOT COVER DAMAGE TO THE SNOWMOBILE OR INJURY CAUSED BY THE ACTIONS OF A THIRD PARTY.**

**EXCLUSIONS:** This Damage Waiver does not apply, and Lessee will be responsible for ALL damages, if:

1. The damage is caused intentionally, recklessly or as a result of willful and wanton misconduct;
2. The damage arises out of the operation of snowmobile by a driver or rider while intoxicated or under the influence of any illegal or unauthorized drug or prescribed medication which should not be taken during operation of a snowmobile;
3. Any rental or other transaction is based on fraudulent information given by Lessee or his agent(s);
4. The damage arises while committing or otherwise engaged in a criminal act in which the snowmobile usage is in any way related to the nature of the criminal activity;

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5. The damage arises out of the use of snowmobile to carry any person or property for hire or other commercial purpose;
6. The damage occurs while the snowmobile is operated by a person other than an authorized driver;
7. The damage arises from the use of snowmobile outside the authorized state(s);
8. The damage arises from towing or pushing anything;
9. The damage arises from the operation of the snowmobile on surfaces other than soft packed or powder snow;
10. The damage arises while engaged in any speed contest, chasing or pursuit of wildlife, jumping from any manmade jump or ramp, jumping from a cornice or cliff or other extreme height structure whether manmade or natural, or the loading or unloading from a trailer or other transport vehicle;
11. The damage arises while the snowmobile is being transported;
12. The damage arises from avalanche or other natural disaster;
13. The damage arises from the actions of a third party;
14. The damage arises due to improper use or maintenance, including but not limited to, failing to keep oil reservoirs adequately filled, using the wrong grade of gasoline or spinning the track;
15. Damages incurred in the recovery or haul out of a stuck or otherwise inoperable snowmobile; or
16. The damage or loss of snowmobile is due to theft of snowmobile or other casualty during the rental period.

In those circumstances where exclusions apply or are outside the covered limits, Lessee accepts responsibility for damage to, loss or theft of, snowmobile or any part or accessory regardless of fault or negligence of Lessee or any other person or act of God. Costs and repair of the snowmobile shall be as outlined in the rental agreement. If snowmobile is stolen and not recovered or HO Rentals determines snowmobile is salvage or other total loss, Lessee shall pay HO Rentals the total average retail value as listed at [www.nadaguides.com](http://www.nadaguides.com) on the date of the loss. Damages for which Lessee is also responsible include but are not limited to: loss of use, claim administrative fees, diminishment of value, towing, storage or impound fees, other costs incurred by HO Rentals to recover snowmobile and to establish damage amounts, and any and all other damages related to Lessee's snowmobile rental and as contained in the rental agreement. RENTER'S OWN MOTOR VEHICLE OR OTHER INSURANCE OR HIS CREDIT CARD AGREEMENT MAY COVER ANY DAMAGE OR LOSS TO THE RENTAL VEHICLE.

I HEREBY AGREE TO THE ABOVE DAMAGE WAIVER TERMS AND CONDITIONS:

Lessee:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name

\_\_\_\_\_  
Rental Dates

\_\_\_\_\_ High Performance Snowmobiles

\_\_\_\_\_ Non-High Performance Snowmobiles