

Voluntary Waiver, Release #: _____ License/Unit#: _____ Date: _____

& Hold Harmless Rental Agreement #1 #2 #3

The undersigned hereby rents from Kirwin Ghost Town, LLC dba

Kirwin Ghost Town Adventures, (hereinafter "COMPANY") a Vehicle [SUV/JEEP]



-or- Multipurpose/Off Road Vehicle [MPV/UTV] hereinafter ("VEHICLE"),

and/or related equipment on this date for up to 9 HOURS (unless otherwise noted), upon the following terms and conditions:

COMPANY 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 in and by this Agreement.

I, the undersigned, (hereinafter "RENTER") accept any VEHICLE or other equipment provided by COMPANY in its "as is" condition with all faults, if any. I hereby acknowledge that operating, carrying passengers and/or riding in the VEHICLE is a dangerous activity, with a potential high risk of serious bodily injury or death to oneself or others. COMPANY endeavors to provide clear safety instructions.

RIDING IS A VOLUNTARY ACTIVITY; YOU ARE NOT REQUIRED TO PARTICIPATE
NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY - NO PERSONAL INJURY INSURANCE PROVIDED

COMPANY DOES NOT provide Medical Insurance on ANY Rider or Participant
Serious Injuries, or Death can result from accidents and same can be financially devastating.

RENTER accepts all risks and liabilities of this activity and agrees to protect and be financially responsibility for any Passengers. It has been explained to me (RENTER), and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release COMPANY of any duty legally owed to me, or others, in relation to the conduct of this activity, beyond disclosing all KNOWN concerns, malfunctions or conditions.

TERMS AND CONDITIONS - READ THIS CAREFULLY

RENTER IS RESPONSIBLE FOR ALL COSTS ASSOCIATED WITH VEHICLE DAMAGE

This Agreement is a contract for the rental of the VEHICLE and any equipment. We may repossess the VEHICLE at your expense without notice to you if the VEHICLE is abandoned or used in violation of law or this Agreement.

1. RENTER RULES: (RENTER is responsible regardless of Driver or Renter's Insurance.)

- a. RENTER of the VEHICLE must be at least 25 years of age and possess a valid driver's license and current Auto Insurance.
- b. RENTER will wear available Safety Gear and/or Helmets - per Wyoming Law - and seat belt when operating or riding in the VEHICLE, and require all passengers do the same. At no time is any person allowed in or on VEHICLE except with all body parts enclosed within (inside) VEHICLE with no body parts outside the VEHICLE at any time during which the VEHICLE is in motion.
- c. RENTER will not and has not consumed alcohol, drugs, or ingested any substances that could adversely affect their ability to safely and successfully operate the VEHICLE.
- d. RENTER will operate the VEHICLE only in areas legal by state and local law, within AND then only on designated Trails/Roads as shown on the SUPPLIED 'RODE Map(s)' Hard Copy & Digital (phone) Initial _____ and may not drive the VEHICLE in any way to any unauthorized location, and will NOT trespass on any property on which the driver is not authorized to operate the VEHICLE. DRIVER/RENTER caught trespassing will assume full responsibility for the violation and will be subject to any and all recourse of Wyoming law. DOCUMENTED PRESENCE on Phelps Mountain Road is a \$2,500 fine.
- e. RENTER will only carry passengers under the age of 18 ("minor passengers") if Driver is at least 25 years of age and is the Parent or Legal Guardian of the minor passenger; OR with written permission from Parent or Legal Guardian of the minor passenger. Driver will only carry the number of passengers for which the VEHICLE was designed and is responsible for all riders. Driver will require each passenger to wear available proper Safety Gear and a seat belt at all times.
- f. RENTER will not carry any passengers who have consumed alcohol, drugs, or ingested any substances that could adversely affect their ability to safely and successfully ride in or on the VEHICLE.
- g. RENTER must follow all rules of the road in the State of Wyoming. ANY Infractions will be the responsibility of the driver, including but not limited to speeding, moving violations, parking tickets, etc.
- h. RENTER may NOT use or permit the VEHICLE to be used: 1) by anyone other than an authorized driver (RENTER); 2) to carry passengers or property for hire; 3) to tow, BE TOWED or push anything; 4) to be operated in a test, race or contest; 5) while driver is under the influence of alcohol or a controlled substance; 6) for conduct that could be charged as a crime, felony or misdemeanor, including the transportation of a controlled substance or contraband; 7) recklessly; or 8) while overloaded.
- i. RENTER may NOT drive or operate the VEHICLE while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail or texts: INCLUDES CELLPHONES
- j. RENTER AGREES that Driving Vehicle into or across ANY water, river, lake, is HIGHLY discouraged and IS AT RENTER'S SOLE OWN RISK. Moving water is dangerous and to be avoided. Entering moving or deep water could result in DROWNING !!!! Should DRIVER 'flood out' Vehicle, towing expenses, as well as repair expenses are RENTER's financial responsibility!

2. PASSENGER RULES:

- a. Adult passengers must be able to grasp handholds and firmly plant his/her feet on the foot rests with their back fully against the seat back rest. Minor passengers must be accompanied by a responsible Parent or Legal Guardian over the age of 25. The COMPANY is not required to determine the accuracy of RENTER'S verbal responses to relevant questions concerning such.
- b. Certified and Approved Child Restraint Seats (not supplied by COMPANY) are required per Wyoming Statue as to age & weight. ALL MINORS under 18 MUST wear Helmets, at all times. Use of Safety Gear, including eye protection is recommended.
- c. Passenger will not consume alcohol, drugs, or ingest any substances that could adversely affect their ability to safely and successfully ride in the VEHICLE.

3. SAFETY GEAR STATEMENT AND RELEASE FORM. Safety Gear defined as *Helmet & Eye Protection, SEAT BELTS.*

- a. **HELMETS** RENTER understands Wyoming Law does NOT require wearing Helmets in UTVs. All Vehicles have Front & Rear Windshields. Eye protection (and ALL Safety Gear) is HIGHLY Recommended at all times while driving or riding in a VEHICLE.
- b. **RENTER & Passenger** agree to at all times wear a SEAT BELT in addition any Safety Gear when driving or riding in a VEHICLE.
- c. **RENTER & Passenger** agree COMPANY has stressed BOTH the requirements and recommendations to wear/use Safety Gear.
- d. **RENTER** has received appropriate and sufficient safety instructions to their satisfaction and a vehicle review including its handling, safety features, risk, hazards, & instructions. Leaving Rental Location in Vehicle constitutes Agreement herein. Initial RENTER is comfortable and confident in his/her ability and knowledge to handle the rented vehicle in accordance with such safety instructions and warnings on the vehicles and in accordance with the safety training provided and confirms that any/all questions about VEHICLE operation have been explained to their satisfaction and **RENTER** hereby declares they have the necessary knowledge to SAFELY operate VEHICLE.
- e. Although wearing/using Safety Gear reduces risk of injury, it DOES NOT **guarantee DRIVER, RENTER or Passenger SAFETY.**
- f. **RENTER** will bring Safety Gear loaned or rented to me by COMPANY back in the SAME condition it was in upon check-out. Any damages or losses to equipment will be charged to the same the Credit Card account charged & provided as a part of this transaction and on file as used in payment for this rental. **This INCLUDES Garmin InReach Satellite Texting Device = \$450 value.**
- g. **Other Charges:** Vehicle leaves with a full TANK of GAS. **Fuel:** DRIVER return the Vehicle w/ FULL TANK of **91 octane** -or- DRIVER **will be charged for necessary refueling** @ the current Meeteetse Wea Market rate **PLUS &50.00**
- h. **Towing:** RENTER is **NEVER to TOW** Vehicle. IF towing is required any reason other than mechanical breakdown due to NORMAL wear and tear, or if AGENCY has to pay any costs associated with recovering the Vehicle, DRIVER will pay all of those costs and will reimburse AGENCY for any loss due to Vehicle downtime, MINIMUM \$300.00 PER DAY.

4. LIMITATIONS OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.

- a. **RENTER** agrees that only the person identified in this Agreement [**RENTER**] will operate the rented VEHICLE. **RENTER** agrees that passengers will not be carried except to the extent that the VEHICLE is designed for such use. No persons under the age of 25 will be permitted to drive under any circumstances. COMPANY cannot determine RENTER’S decisions, only results
- b. Should any person operate the VEHICLE or equipment in such a manner that results in theft, loss or damage to the VEHICLE or equipment, **RENTER AGREES TO BE PERSONALLY LIABLE AND FINANCIALLY RESPONSIBLE FOR ALL SUCH LOSS & DAMAGE.**
- c. **RENTER** agrees to pay for the **Loss of USE** of any VEHICLE at the full day rental rate for each day from the date of damage until the VEHICLE is repaired and replaced in rental service, not to exceed 14 days.
- d. **RENTER hereby authorizes COMPANY to charge the credit card provided as a part of this transaction for any and all additional rental, damage, and loss of use charges that may incur under the terms of this agreement.**

ALL RENTALS ARE SUBJECT TO A DAMAGE DEPOSIT IN THE FORM OF A CREDIT CARD *PRE-AUTHORIZATION NECESSITY TBD BY COMPANY*

5. AUTO INSURANCE: **RENTER** is responsible for **all damage or loss** during Rental period to Vehicle(s) or others .

RENTER agrees to provide auto liability, collision and comprehensive insurance covering **RENTER** , COMPANY and the Vehicle . Where Wyoming law requires us to provide auto liability insurance, or if **RENTER** has no auto liability insurance, we provide auto liability insurance (the "**Policy**") that is **SECONDARY** to any other valid and collectible insurance whether primary, secondary, excess or contingent on Assets. **THE Policy PROVIDES NO BODILY INJURY AND PROPERTY DAMAGE LIABILITY COVERAGE WITH NO LIMITS HIGHER THAN MINIMUM LEVELS PRESCRIBED BY THE VEHICULAR FINANCIAL RESPONSIBILITY LAWS OF WYOMING, WHOSE LAWS APPLY TO ANY LOSS. DRIVER and Agency reject (PIP) Personal Injury Protection, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law.** The **Policy** is void if **RENTER** violates ANY terms of this Agreement, or fails to cooperate in any loss investigation by us, our insurer or any Law Enforcement Agency in Wyoming.

Insurance Company _____ Policy Number _____ THIS INFORMATION MAY BE VERIFIED
Expiration Date _____ Agent _____ Phone _____ Email address: _____

I, _____, **RENTER** , certify insurance coverage noted/photoed is now in effect on my presently owned/leased/personal vehicle.

If my Insurance Company refuses any coverage or payment for damages, including total loss of vehicle

I, RENTER, will personally be liable and reimburse COMPANY for any damages and/or loss of income.

RENTER: Last Name _____ First Name _____ MI _____
Address _____ City _____ State _____ Zip Code _____
Driver's license number _____ Contact Number _____ Date of Birth _____

I understand MY Insurance is Primary. I authorize & verify as accurate any photo documentation of My Insurance & Driver's License Information Initial _____

6. DAMAGES

- a. **RENTER** will check-in (return) the VEHICLE in the EXACT same condition it was upon check-out (pickup). NOTE: acceptable tire tread-wear is expected, acceptable mud and dirtiness, however, excessive wear or damage or excessive muddiness will be a charge. **Flat Tire is considered damage and is the Responsibility of RENTER **Tire Damage Insurance is AVAILABLE****
- b. **ANY AND ALL DAMAGE AND/OR LOSS SUSTAINED TO THE VEHICLE DURING THE RENTAL PERIOD IS THE RESPONSIBILITY AND IS TO BE PAID FOR BY RENTER, and/or the credit card account provided as a part of this transaction.**
- c. If the VEHICLE is too dirty to assess full condition of machine upon check-in, the machine will be fully inspected again after it has been thoroughly cleaned by COMPANY. If damages are found after this is performed, these charges will be applied and paid in full by the **RENTER**, in accordance with this AGREEMENT.
- d. Damages, penalties, and other additional charges will be charged to the Credit Card on file used & provided as part of this transaction. A receipt of all additional charges will be available to RENTER upon request.
- e. **RENTER** agrees the Credit Card account charged & provided as a part of this transaction will be charged and will pay for damages, losses, and penalties.
- f. **RENTER** agrees to only operate the VEHICLE in the authorized areas. If the VEHICLE is rendered inoperable, regardless of fault, on any property other than a mapped area designated on **RODE MAP(s)!**, I, the RENTER, AGREE that the credit card account charged & provided as a part of this transaction will be charged to include any and all recovery costs.
- g. **I - below signed RENTER - AM RESPONSIBLE FOR ALL DAMAGE TO THE VEHICLE, REGARDLESS OF ANY INSURANCE, INCLUDING DAMAGE CAUSE BY WEATHER, ACTS OF GOD, OR TERRAIN CONDITIONS**

7. VEHICLE RENTAL SCHEDULE. 9:00 AM to 6:00 PM is normal Rental period on and for date of this Agreement **CHECK OUT -(Vehicle Pickup)- AND CHECK IN -(Vehicle Return) 6pm**

a. **Check-out** time is no earlier than 9:00 am, **Check-in** time is no later than 6:00 pm, unless otherwise previously agreed.

b. **RENTER** is aware that there is NO INSURANCE COVERAGE outside of the designated ride time and is aware that **VEHICLE movement** can be monitored 24 hours a day.

c. NO refunds or discounts if **RENTER** is late picking up the **VEHICLE**. If no communication or arrival BY 10AM, **RENTER** is considered 'NO SHOW'

d. **RENTER** will be charged a \$60 late fee per unit if **VEHICLE(s)** returned up to 1 hour late of check-in // \$125 late fee per unit if the **VEHICLE** is returned up to 2 hours late. // **After 2 full hours, Late Fee is a full day rental charge.**

e. **COMPANY** will take legal action and seek prosecution if the **VEHICLE** is over 24 hours later than the specified check-in date.

8. REFUND POLICY TERMS AND RELEASE FORM. *RENTER understands and agrees:*

a. **VEHICLE** has been reserved, paid for and thereby unavailable for use by **COMPANY**, including other Rental opportunities. There are NO refunds, accept as determined by **COMPANY**. [See Cancellation Policy on website or ask for a copy]

b. If weather adversely affects the ability to utilize the **VEHICLE**, **COMPANY** is under NO obligation to issue a refund. **COMPANY**, alone, reserves the right to cancel and/or refund for any SAFETY RELATED weather or trail/road condition.

Rain or Nominal Snow/Sleet is no cause for cancellation.

High Water, or other dangerous conditions, as solely determined by **COMPANY** may be cause for Cancellation, Refund, or Adjustment to **RODE MAP(s)!** with adjusted Trail/Road availability, and is solely determined by **COMPANY** without notice.

c. If the **VEHICLE** fails, **RENTER** is REQUIRED to contact **COMPANY** immediately. Failure to make contact will delay or forfeit any possible refunds. Depending on the availability and circumstances of failure, **COMPANY** MAY then replace the **VEHICLE** and/or issue a refund for the portion of the day the failure occurred. If the **VEHICLE** is disabled and cannot be replaced due to lack of availability, a refund for part of the day of failure and/or the remainder of the rental period MAY be issued. **COMPANY** decision.

d. If **RENTER** is not satisfied with the overall experience of the trails or areas, **COMPANY** is in no way responsible.

e. If **RENTER** is injured during the rental period and unable to continue rental experience for the rental time already purchased, **COMPANY** is not responsible and under no obligation to issue any refunds.

9. NON-TAMPER AGREEMENT - RENTER understands and agrees: DO NOT DRIVE ON FLAT TIRES

a. All **VEHICLE(s)** supplied by **COMPANY** are properly maintained and adjusted for reliable and safe operation. All adjustments and maintenance are to be performed by individuals approved by **COMPANY** ONLY. *including TIRE / WHEEL CHANGE

b. If at any time, **RENTER** feels something is out of adjustment or needs attention if any way, **RENTER** should immediately contact **COMPANY** for instructions on how to proceed. **DO NOT ATTEMPT** to correct situation OR do any work in Vehicle.

10. MISCELLANEOUS a. **RENTER** releases **COMPANY**, their agents and employees from all claims for loss of, or damage to, ANY personal property or that of any other person, either received, handled, stored, left, carried into, or left on the **VEHICLE**, whether or not the loss or damages was caused by **COMPANY** negligence or was otherwise **COMPANY's** responsibility. Furthermore, this **Release of Liability** covers all and any claims should **RENTER** and/or **PASSENGERS** choose to leave their personal vehicle(s)- including whatever contents unknown to **COMPANY** on or near the **COMPANY's** business location while renting **VEHICLE(s)**.

b. No term of this Agreement can be waived or modified except in a writing by **COMPANY** Agent.

c. A waiver by **COMPANY** of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of **RENTER's** obligations under this Agreement. **COMPANY's** acceptance of payment or failure, refusal or neglect to exercise any of their rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, **RENTER** releases the **COMPANY** for any liability for consequential, special or punitive damages in connection with this rental or the reservation of a **VEHICLE**. Any question of Law will be addressed under Wyoming Law.

d. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.

11. ASSUMPTION OF RISK. **RENTER** expressly and voluntarily assumes all risk and liability for the loss or damage to any **VEHICLE** or other equipment obtained from **COMPANY**; for death or injury to any person or property and for all risks and liabilities arising from the use, conditions and/or possession of **VEHICLE** and any equipment obtained from **COMPANY**.

12. RENTER/PASSENGER(s) EXPRESSLY WAIVE ANY BENEFITS RENTER MAY HAVE UNDER SECTION 1542 OF THE CALIFORNIA CODE, or any other law, that provides that a general release does not extend to claims which RENTER/PASSENGER does not know of or suspects exist, which if known by RENTER/PASSENGER may have materially affected any decision to sign this Agreement.

13. INDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold **COMPANY** and **VEHICLE** Manufacturer, their subsidiaries, 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 **VEHICLE** or any other equipment received or obtained from **COMPANY**. The undersigned likewise shall indemnify **COMPANY** and **VEHICLE** Manufacturer, their shareholders, directors, officers, employees, agents, successors, and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.

13. PARTIAL INVALIDITY AND 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 WYOMING .

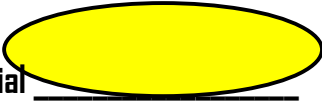
14. EXPENSES OF ENFORCEMENT. In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorney fees and all costs and expenses incurred in pursuit thereof.

15. ENTIRE AGREEMENT, NO ORAL MODIFICATIONS. This instrument **WITH ANY ATTACHMENTS** (on **COMPANY** form) constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by a representative of **COMPANY**. The undersigned, certify that they have read this ENTIRE Agreement and understand the contents of this document and further, execute it voluntarily in good faith and with full knowledge of its significance.

16. TIRE PROTECTION. **RENTER** (a) Rejects Tire Protection & agrees to pay **COMPANY** \$165.00 per Flat tire. (b) Has paid **COMPANY** \$20.00 for TIRE PROTECTION and will not be liable for any flat tires.

I, 'RENTER' HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING.

Upon request, I will be supplied a written copy of this document after Arrival at Rental Location 1902 State St, Meeteetse.

I, 'RENTER' AUTHORIZE A \$20.00 Charge to the Credit Card used for this Booking for Each TEXT I send using the supplied Garmin InReach ****UNLESS**** there is an Emergency or some situation where my Party and/or Rented Vehicle needs to be retrieved from the National Forest. Initial 

I, RENTER, UNDERSTAND, ACKNOWLEDGE AND AGREE WITH, AND TO, EACH AND EVERY TERM SET FORTH IN THIS AGREEMENT.

Additionally, RENTER understands and agrees that additional information about Proof of Insurance/Driver's License/ Riders/Passengers will need to be confirmed and logged 'hard copy' at VEHICLE PICKUP ON-Site. Such 'hard copy' or photographs of any information is and becomes an integral part of this Agreement.

Full Completion of this Document may require 'Hard Copy' Information collected on-site. Any such Attachments (on COMPANY FORM) constitute the Entire Agreement between the parties.

Kirwin Ghost Town Adventures does not COLLECT Data on Our Customers and/or their Passengers beyond the basic required identifying information.
WE SHARE DATA WITH NO ONE.
There is no reason to put more than essential information/data out on the Internet.

YOU are AGREEING with ENTIRE Document - If you'd like a copy of this document, just ask.

I recognize & accept the sole responsibility for the safety of any & every passenger, of any type or nature, who might occupy this day's rented Vehicle (#1 - pg 1),

Print : _____ Date of Birth: _____ AGE: _____

Sign : _____ Date: _____

Unless otherwise noted, Driver's License Information "5 AUTO INSURANCE" (above) is the same, confirmed & correct information to be used as Identification and verification of Signature.

Policy Notice & FAQs

Vehicles

Kirwin Ghost Town Adventures provides a Vehicle (SxS/SUV/Jeep * see Pg 1) in which you can safely EXPLORE our Shoshone National Forest Service Roads.

We maintain & OUTFIT each Vehicle to our high standards and promise that they will get you into and out of the Forest, unless Emergency Services are required. **In the case of any mechanical failure WE will come and get you out of the Forest and back to Meeteetse, again, unless Emergency Services are required.**

Conditions

People constantly ask about Road or River Conditions.

We cannot know the ever changing conditions of such areas of the National Forest, nor do we pretend to. The weather at Elevation and it's affect on any part the Forest can change rapidly and without warning. Our local Forest Ranger does not and cannot know the constantly changing conditions, and says so. Often.

We will gladly share our most recent experiences in the areas of the Forest we frequent.
We offer no guarantee, beyond our equipment, as incentive to get your business.
We have NO CONTROL over particular conditions anywhere in the National Forest, nor the potential of Wildlife sightings, or not.

We do not cancel and/or refund Bookings unless WE determine conditions to be dangerous.

It is up to YOU to be safe and make smart decisions.
This is public land.
All Americans own our National Forests.
They are, by nature, wild places.

We're pretty sure you WILL have a Memorable Adventure. * But, it's YOUR Adventure. * Make it a Safe One!