

Voluntary Waiver, Consent, Release, and Hold Harmless Agreement
("Waiver and Release Agreement")

PLEASE READ THIS AGREEMENT CAREFULLY.

**DO NOT SIGN THIS AGREEMENT
UNLESS YOU AGREE TO THE TERMS BELOW.**

RIDING IS VOLUNTARY; YOU ARE NOT REQUIRED TO PARTICIPATE.

In consideration for Sun Devil Rentals, LLC ("Outfitter") allowing me to rent, drive, ride in, and/or utilize an off-road vehicle (a "Vehicle") and allowing me to utilize any equipment ("Equipment") pursuant to and as identified in the accompanying rental agreement (the "Rental Agreement"), I agree to assume all risks, waive all claims, release all liability, and defend and hold Outfitter and its supplier harmless to the fullest extent allowed by law each of Outfitter, their directors, officers, agents, affiliates, subsidiaries, and parent companies.

1. I ACKNOWLEDGE AND AGREE THAT:

- a. If I will be a driver of a vehicle provided to me by Outfitter (a "Vehicle"), I have a valid driver's license, I am 18 years of age or older, and I can legally operate the Vehicle provided to me as a part of the Rental Agreement;
- b. If I will be a driver of a Vehicle, I will not carry any passenger who is under 18 years of age (a "Minor Passenger") unless I am at least 25 years of age and I am the Parent or Legal Guardian of the Minor Passenger. I will only carry the number of passengers for which the Vehicle was designed. I will only carry passengers who have signed this Waiver and Release Agreement and the accompanying Rental Agreement. I will require every passenger to wear proper safety equipment and a seatbelt.
- c. As a passenger, I am able to grasp the handhold with my feet firmly planted on the ground and my back fully against the seat backrest.
- d. If I am under 18 years of age (a "Minor Passenger"), my Parent or Legal Guardian is also signing on my behalf and I will be under my Parent or Legal Guardian's supervision at all times and I will not drive the rented Vehicle during the term of the Rental Agreement.
- e. I am aware of and voluntarily assume the **DANGERS AND RISKS OF SERIOUS INJURY, DAMAGE, OR DEATH** that exist in my use of any Vehicle or Equipment which could be or may be caused by loss of Vehicle control, collisions, mechanical failures, trail conditions, my own negligent acts, the negligent acts of other riders or passengers, and the potential negligence of the Outfitter and Polaris, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks.
- f. My Participation in such activities and/or use of a Vehicle and Equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND/OR DEATH.**

- g. I have reviewed, am familiar with, and will comply with the **SAFETY INSTRUCTIONS** provided by the Outfitter, **ALL INSTRUCTIONS AND WARNINGS CONTAINED IN THE OWNER'S MANUAL, AND THE WARNINGS ON ANY VEHICLE I USE IN ANY WAY**, including the use of a helmet, goggles, seat belt, and other personal protective equipment.
 - h. I have received appropriate and thorough safety instructions and have been provided a review of the Vehicle, including its handling, safety features, risk, hazards, instructions, and warnings. I am comfortable and confident in my ability and knowledge to handle the Vehicle in accordance with such safety instructions and warnings on said Vehicle and in accordance with the safety trainings provided. If I have any questions, I will ask before riding.
 - i. I may only operate the Vehicle within 10 miles and may not drive or otherwise transport the Vehicle in any way to any unauthorized location. I am aware that if I am caught transporting the vehicle, I will assume full responsibility for the violation and will be subject to any and all recourse by law enforcement, Outfitter, or Supplier. I will not operate the Vehicle in violation of any law or ordinance, or contrary to the provisions of any applicable insurance policy.
 - j. I have not and will not consume drugs, alcohol, or any other substance that could impair my judgment, riding, or driving ability.
2. **I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND** that I have or may have in the future relating to the Rental Agreement, whether directly or by subrogation or otherwise, against Outfitter, Supplier, any Supplier dealership, industry association, and/or any of their directors, officers, subsidiaries, affiliates, employees, agents, successors or assigns, (collectively, "Rental Agreement Sponsors").
 3. **I AGREE TO RELEASE THE RENTAL AGREEMENT SPONSOR FROM ANY AND ALL LIABILITY** for any loss, damage, expense, or injury (including death) that I or my next of kin may incur resulting from my participation in the Rental Agreement. I understand that this Waiver and Release Agreement does not extend to intentionally wrongful acts on the part of the Rental Agreement Sponsors.
 4. **I EXPRESSLY WAIVE ANY BENEFITS I 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 I do not know of or suspect exists, which if known by me may have materially affected my decision to sign this Waiver and Release Agreement.
 5. **I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RENTAL AGREEMENT SPONSORS** from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my participation in the Rental Agreement.
 6. **I AGREE AND UNDERSTAND** that, on behalf of myself, my personal representatives and my heirs, **I AM RELINQUISHING ANY AND ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO SUE** the Rental Agreement Sponsors for any and all injury, damage, or death I may

suffer arising from the Vehicle or Equipment, or participation in the Rental Agreement, including claims on the Rental Agreement Sponsor's negligence.

7. **I HEREBY GRANT** to the Rental Agreement Sponsors, and those acting with authority from such, the unrestricted, perpetual, worldwide right and **LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE, AND BIOGRAPHICAL INFORMATION**, and any photograph, video, or audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.
8. **THIS AGREEMENT SHALL BE GOVERNED BY ARIZONA LAW**, without regard to its choice of law rules. Any dispute or claim relating to this Waiver and Release Agreement or the Rental Agreement shall be finally resolved by binding arbitration under the United States Arbitration Act in the state of Arizona.

I HAVE READ THIS WAIVER CAREFULLY BEFORE SIGNING IT.

I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS WAIVER AND RELEASE AGREEMENT.

Print Name

Date of Birth

Street Address

City/State/Zip Code

E-Mail

Phone #

Signature

Date

DRIVER ONLY

Driver's License Number

Driver's License State

MINOR PASSENGER ONLY

Parent or Legal Guardian Name

Parent or Legal Guardian Signature

Date