

**RENTAL AGREEMENT AND WAIVER OF LIABILITY**

Date: 5/25/17

The undersigned hereby rent from JC Motorsports LLC, an Arizona corporation, the following described all-terrain vehicle (RZR) or other off road vehicle for a limited period of time, upon the following terms and conditions:

FULL NAME: Butch, Leedy  
 ADDRESS: \_\_\_\_\_

CELL PHONE: 859-953-0903  
 EMAIL: \_\_\_\_\_

EQUIPMENT/VEHICLE(S)	INITIAL HOURS	RENTAL AMOUNT	SCHEDULED START TIME	RETURN TIME	INITIALS	Full Coverage Tire & Rim Insurance (Optional)
<u>2 RZR / 4</u>	<u>8</u>	<u>499 X 2</u>	<u>9</u>	<u>5</u>	<u>BL</u>	\$14.99 Per Vehicle: <u>BL</u> (exclude Vehicle)
						Fees for late return: \$25.00 plus hourly rate after 10
	<u>V-5137</u>				<u>BL</u>	Renter(s) agree to pay all rental charges <u>BL</u>

**NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY - NO INSURANCE PROVIDED.**

NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability or fitness for any particular purpose of a vehicle or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by JC Motorsports LLC in its "as is" condition with all faults. The undersigned hereby acknowledge that riding off road vehicles on trails and roads in Sedona with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. JC Motorsports LLC strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. JC Motorsports LLC does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned 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 release JC Motorsports LLC of any duty legally owed to me in relation to the conduct of this activity.

**TERMS AND CONDITIONS-READ THIS CAREFULLY:**

**RULES OF OPERATION:** I agree to follow and be bound by the All Terrain Vehicle Rental Agreement Terms and Conditions. I agree that no vehicles will be driven on Broken Arrow Trail, Forest Service Rd-#9524 (aka Power Line Trail) or Cliffhanger Trail.

1. **LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** I agree that only the persons signing or otherwise identified in this agreement will operate the Polaris RZR or other equipment, and no one under 18 will operate vehicle(s). Should any undersigned person, any minor child under my control or any other person without permission of any undersigned operate any above referenced vehicle or equipment that results in theft, loss of or damage to such vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any vehicle or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit. Damage to include: scrapes, dings, dents, gouges and pinch flats. I also agree to pay for the loss of use of any vehicle covered by this agreement damaged by myself or other riders, at the rate of \$150.00 per day per vehicle from the date of damage until repaired and replaced in rental service, not to exceed Entire 14 days per diem to be paid at time of accident, and any remaining days per diem not utilized will be refunded. I hereby authorize JC Motorsports LLC to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges I may incur under the terms of this agreement including \$1500.00 collision insurance deductible per vehicle, along with any additional recovery fees to recover such vehicle. Security deposit to be \$1000.00 per vehicle. Excessive mud: \$50.00/per hr. cleaning fee.

2. **ASSUMPTION OF RISK.** I expressly and voluntarily assume all risk and liability for the loss or damage to any vehicle or other equipment obtained from JC Motorsports LLC, for the injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified vehicle or equipment received or obtained from JC Motorsports LLC.

3. **WAIVER AND RELEASE OF CLAIMS.** The undersigned, on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest forever waive, release and discharge JC Motorsports LLC, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the use and/or operation, condition or possession of the above referenced vehicle or other equipment received and/or obtained from JC Motorsports LLC. This waiver and release extends to include any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

4. **COVENANT NOT TO SUE.** I agree and covenant on behalf of myself, my children and any minor for whom I am the guardian, I will never directly or indirectly institute any legal action, administrative, or other action, complaint, or proceeding against JC Motorsports LLC or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner further claim or demand against JC Motorsports LLC and its shareholders, directors, officers, employee's, agents, successors and assigns thereof, arising from or pertaining to the possession, use and/or operation of the above referenced ATV or any other ATV or equipment received and/or obtained from JC Motorsports LLC. This covenant applies and extends to include claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.

5. **INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnitee), protect and hold JC Motorsports LLC, its 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 above referenced vehicles obtained from JC Motorsports LLC. The undersigned likewise shall indemnify JC Motorsports LLC, its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.

6. **PARTIAL INVALIDITY / 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 this agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the State of Arizona.

7. **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 attorneys fees and costs and expenses incurred in pursuit thereof.

8. **ENTIRE AGREEMENT, NO ORAL MODIFICATION.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or supplemented unless in writing signed by an authorized corporate representative of JC Motorsports LLC.

9. The undersigned gives permission for JC Motorsports LLC, Inc. to use any and all portions of video footage for advertising and/or damage verification purposes.

10. **PARENTAL CONSENT.** I \_\_\_\_\_ am the parent or legal guardian of the minor(s) identified below and give consent for such minor(s) to be passengers on the vehicle under my control.

I, the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/We execute it voluntarily in good faith and with full knowledge of its significance.

**RENTER / OPERATOR / PARENT / ADDITIONAL RIDER(S):**

PRINT NAME <u>Butch Leedy</u>	SIGNATURE <u>[Signature]</u>	PRINT NAME <u>Sudney Friedman</u>	SIGNATURE <u>[Signature]</u>
PRINT NAME <u>Jonathan Leedy</u>	SIGNATURE <u>[Signature]</u>	PRINT NAME <u>Mae Wofford</u>	SIGNATURE <u>[Signature]</u>
PRINT NAME <u>Janet Williamson</u>	SIGNATURE <u>[Signature]</u>	PRINT NAME <u>Katrina Leedy</u>	SIGNATURE <u>[Signature]</u>
PRINT NAME <u>Christopher Leedy</u>	SIGNATURE <u>[Signature]</u>	PRINT NAME	SIGNATURE