



ATV RENTAL AGREEMENT AND WAIVER OF LIABILITY

I/we hereby rent from SOUTHERN GAP OUTDOOR ADVENTURE the following described all-terrain vehicle (ATV) or helmet for a limited period of time, upon the following terms and conditions.

NO WARRANTY - NO INSURANCE PROVIDED INHERENTLY DANGEROUS ACTIVITY

SOUTHERN GAP OUTDOOR ADVENTURE makes 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 any vehicle or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by SOUTHERN GAP OUTDOOR ADVENTURE in its "as is" condition with all faults. The undersigned hereby acknowledge that riding ATV/UTVs on Spearhead Trails trail system and SOUTHERN GAP OUTDOOR ADVENTURE property with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. SOUTHERN GAP OUTDOOR ADVENTURE strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. SOUTHERN GAP OUTDOOR ADVENTURE 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 and release SOUTHERN GAP OUTDOOR ADVENTURE of any duty legally owed to me in relation to the conduct of this activity.

RESCHEDULING THE RESERVATION. Renter may reschedule the Reservation at any time up until seventy-two (72) hours prior to Renter's arrival. Renter shall be charged a rescheduling fee of ten dollars (\$10.00). In the event Renter reschedules the Reservation, Renter shall have up to twelve (12) months from the original arrival date to reschedule his/her rental. Renter hereby acknowledges that the rescheduled reservation shall be for the Rental Property and for the same time slot. Renter hereby acknowledges and understands that it is the responsibility of Renter to be informed of weather conditions; and Renter further acknowledges that rescheduling due to inclement weather is at the sole discretion of SOUTHERN GAP OUTDOOR ADVENTURE.

CANCELLATIONS. If the Reservation is cancelled by Renter at any time prior to fourteen (14) days of Renter's arrival, Renter shall be charged a \$20.00 cancellation fee. If the Reservation is cancelled by Renter between fourteen (14) days and seventy-two (72) hours of Renter's arrival (based on the rental time slot), Renter shall be charged an amount equal to one half of the rental. If the Reservation is cancelled within seventy-two (72) hours of Renter's arrival or Renter is a "no show", Renter shall be charged the entire rental amount of the Reservation. If the amount paid by Renter is less than the amount to be charged to Renter as set forth herein, Renter shall be assessed the balance

TERMS AND CONDITIONS

1. RULES OF OPERATION. I agree to follow and be bound by the General ATV/UTV Operation Rules made a part of this agreement.

2. 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 rented ATV/UTV(s), other vehicle(s), or equipment and that passengers will not be carried on any ATV. Riders under the age of 18 years must provide SOUTHERN GAP OUTDOOR ADVENTURE with a written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other person with permission of any undersigned operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result 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 ATV/UTV, other vehicle or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit. I AGREE TO PAY FOR ALL SUCH LOSS OR DAMAGE. I also agree to pay for the loss of use of any ATV/UTV or other vehicle or equipment covered by this agreement damaged by myself or other riders, at the rate of \$50 per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days. I hereby authorize SOUTHERN GAP OUTDOOR ADVENTURE 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.

3. ASSUMPTION OF RISK. I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from SOUTHERN GAP OUTDOOR ADVENTURE, for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified ATV/UTV or any other ATV/UTV and/or equipment received or obtained from SOUTHERN GAP OUTDOOR ADVENTURE.

4. 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, now and forever waive, release and discharge SOUTHERN GAP OUTDOOR ADVENTURE, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, 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 rental, use and/or operation, condition or possession of the above referenced ATV/UTV and any other ATV/UTV or other equipment received and/or obtained from SOUTHERN GAP OUTDOOR ADVENTURE. This waiver and release extends to and includes 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. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.

5. 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, equitable, administrative, or other action, complaint, or proceeding against SOUTHERN GAP OUTDOOR ADVENTURE or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against SOUTHERN GAP OUTDOOR ADVENTURE and its shareholders, directors, officers, employee's, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced ATV/UTV or any other ATV/UTV or

equipment received and/or obtained from SOUTHERN GAP OUTDOOR ADVENTURE. This covenant applies and extends to any and all 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.

6. IDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold SOUTHERN GAP OUTDOOR ADVENTURE, 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 ATV/UTV or any other ATV/UTV or other equipment received or obtained from SOUTHERN GAP OUTDOOR ADVENTURE. The undersigned likewise shall indemnify SOUTHERN GAP OUTDOOR ADVENTURE, 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.

7. 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 the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the Commonwealth of Virginia.

8. 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 all costs and expenses incurred in pursuit thereof.

9. ENTIRE AGREEMENT, NO ORAL MODIFICATION. This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized representative of SOUTHERN GAP OUTDOOR ADVENTURE.

10. PARENTAL CONSENT. I am the parent or legal guardian of any minor(s) identified. I hereby consent that the above listed ATV/UTV or any other vehicle or equipment I may obtain from SOUTHERN GAP OUTDOOR ADVENTURE may be used and operated by such minor(s) in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement.

11. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify SOUTHERN GAP OUTDOOR ADVENTURE and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of rafting equipment or my participation in rafting activities. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future for the negligent acts or other conduct by the owners, agents, officers or employees of SOUTHERN GAP OUTDOOR ADVENTURE.

12. I 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.



ATV RENTALS GENERAL OPERATION RULES

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability (“Agreement”), or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any ATV/UTV, or other rental vehicle.
2. A helmet must be worn at all times while operating or riding in an ATV/UTV.
3. Do not operate any ATV/UTV or other vehicle in a reckless or dangerous manner.
4. Obey all posted signs. Do not ride faster than posted speed limits.
5. Do not carry persons other than what the machine is designed for.
6. Ride at your current skill level. Don’t push your limit. Be careful!
7. Do not ride outside designated trail areas. This includes areas posted DO NOT ENTER or posted Private Property.
8. Any ATV/UTV rollover requires a minimum \$25.00 payment. No Exceptions.
9. Do not participate in any race or other contest involving ATVs/UTVs or other vehicles.
10. Do not tow other ATVs/UTVs or other vehicles and do not have them tow you and your rental ATV/UTV or other rental vehicles. Call the Southern Gap Outdoor Adventure office!
11. No alcohol consumption before or during use and possession of rented ATV/UTV or other vehicle and equipment.
12. Watch out for cliffs and drop-offs. Be very careful!
13. Avoid contact with wildlife, and keep a safe viewing distance.
14. Be aware of other riders and vehicles. Slow down when approaching a blind corner.
15. Do not park and leave vehicle or equipment unattended.
16. In case of a breakdown or emergency, call **(276) 244-1111** and speak with a Southern Gap Outdoor Adventure employee. Do not leave a disabled vehicle alone at any time. Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.
17. Vehicles are to be returned on time or additional fees will be charged.
18. There are no refunds for early returns.
19. There are no refunds if it rains.

EMERGENCY PHONE NUMBER: (276) 244-1111