

CALIFORNIA RENTAL AGREEMENT AND WAIVER OF LIABILITY

DATE: _____

The undersigned hereby rent from Ocotillo, Wells Mobile Offroad Rentals, Inc. a California corporation, (Ocot. Wells Offroad, Inc.) the following described all-terrain vehicle(s) (ATV/UTV) or equipment for a limited period of time, upon the following terms and conditions.

<u>Full Name</u>	<u>Drivers License</u>	<u>Date of Birth</u>
<u>Residence Address (include St. Ave. etc.)</u>	<u>Apartment #</u>	<u>City</u>
<u>Home Telephone</u>	<u>State</u>	<u>Zip Code</u>
<u>Cellular Telephone</u>	<u>Email Address</u>	

EQUIPMENT	RENTAL PERIOD	RENTAL COST	DEPOSIT	SAFETY EQUIPMENT	DAMAGE CHARGES
				Helmet	
				Goggles	
				Glove	
				Boot	
				Chest Prot.	
				QTY	

NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY - NO INSURANCE PROVIDED

Each of the undersigned acknowledge and agree as follows:

Ocot. Wells Offroad, Inc. 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 or any additional riders identified below accept any vehicle or other equipment provided by Ocot. Wells Offroad, Inc. in AS IS condition with all faults. The undersigned hereby acknowledge(s) that riding ATV/UTV's in the sand dunes and deserts with other like vehicles and riders is a dangerous activity with a high risk of serious bodily injury or death to drivers, passengers or others. Ocot. Wells Offroad, Inc. strongly urges any renter, driver, or passenger to have medical insurance prior to engaging in this activity. Ocot. Wells Offroad, Inc. does not provide medical insurance. Serious injuries can be financially devastating. All signatories to this agreement personally accept all risks and liabilities of this activity. Each signatory below understands that by executing this agreement they are giving up important legal rights and that they are intentionally doing so in good faith and fully releasing Ocot wells Offroad, Inc.

TERMS AND CONDITIONS - READ THIS CAREFULLY

1. **RULES OF OPERATION.** The undersigned agrees to follow and be bound by the General ATV/UTV Operation Rules provided herewith and incorporated herein by reference.

2. **NOTIFICATION OF CALIFORNIA VEHICLE CODE ("CVC") REQUIREMENTS.** CVC §38503 (b); All customers under 18 without an All Terrain Vehicle Safety Institute ("ASVI") Certificate Card shall be supervised by an adult with the Certificate Card. CVC §36603(g); All customers under 18 without adult supervision shall possess an ASI Safety Certificate Card. CVC §38504; All customers under 14 shall be under the direct supervision of an adult with the ASI Certificate Card. Failure to possess the Certificate Card is a citable offense.

3. **LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** Only persons signing or otherwise identified in this agreement will operate the rented ATV/UTV's, other vehicles, or equipment and passengers will not be carried on any ATV. Riders under 18 must provide Ocot. Wells Offroad, Inc. with written consent from a parent/guardian. Should any undersigned person, any minor child, or any other person with permission operate any vehicle or equipment in a manner that results in theft, loss of or damage to such vehicle or equipment, the undersigned agree to be jointly and severally liable for all such loss or damage, regardless of the fault of any damage deposit. The undersigned agree to pay for the loss of use of any ATV/UTV or other vehicle covered by this agreement which becomes damaged at the daily rentals rate from the date of damage until repaired and placed back in rental service, not to exceed 30 days. The undersigned authorize Ocot. Wells Offroad, Inc. to change the credit card provided as part of this transaction for any additional rental, damage, and loss of use charges that are incurred under the terms of this agreement.

4. **ASSUMPTION OF RISK.** The undersigned expressly and voluntarily assume ALL risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from Ocot. Wells Offroad, Inc. 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 obtained from Ocot wells Offroad, Inc.

5. **WAIVER AND RELEASE OF CLAIMS.** The undersigned, along with any spouse, child, minor of whom the undersigned is a guardian, heirs, successors in interest, do now and forever waive, release and discharge Ocot. Wells Offroad, Inc. its shareholders, directors, officers, employees, agents, successors, and assigns (collectively, "Releasees") 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 way arise from or relate to the rental, use, and/or operation, condition, or possession of the above referenced ATV/UTV's and any other ATV/UTV, or other equipment obtained from Ocot. Wells Offroad, Inc. 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 EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES:** "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor." 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.

6. **COVENANT NOT TO SUE.** I agree and covenant on behalf of myself, my children, and any minor for whom I am guardian, that I will never directly or indirectly institute and legal, equitable, administrative, or other action, complaint, or proceeding against Ocot. Wells Offroad, Inc. and all other Releasees, or in any manner assert any further claim or demand against Ocot. Wells Offroad, Inc., and all other Releasees, 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 Ocot Wells Offroad, Inc. 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.

7. **INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to the indemnified(s)), protect and hold Ocot. Wells Offroad, Inc. and all other Releasees, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) from 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, any other ATV/UTV, or other equipment received or obtained from Ocot. Wells Offroad, Inc.

The undersigned shall likewise indemnify Ocot. Wells Offroad, Inc. and all other Releasees, against any losses, costs, or expenses, including attorneys' fees, resulting from a breach of this agreement. 8. **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 shall remain in effect. This agreement shall be governed and construed under the laws of the State of California and the parties consent to the exclusive jurisdiction of the Superior Courts of the State of California or the federal courts within the state.

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

10. **ENTIRE AGREEMENT.** This Agreement and Waiver constitutes the entire agreement between the parties. No provision can be modified or rescinded unless in writing and signed by an authorized corporate representative of Ocot. Wells Offroad, Inc.

11. **CONSENT FOR MINOR.** Any person signing below and indicating that they are the parent or guardian for a minor(s) hereby agrees that the above-listed ATV/UTV or any other vehicle or equipment obtained from Ocot. Wells Offroad, Inc. will only be used and/or operated by such minors in accordance with the terms of this agreement.

Said parent or guardian shall be personally responsible for such minor(s) following and abiding by the terms of this agreement and all other applicable rules of Oet Wells Off-road, Inc.

12. **FITNESS.** Each of the undersigned warrant for themselves and any minor for whom they are the parent/guardian that they are in the necessary physical and mental condition to be a driver and/or passenger in or on equipment rented from Oet Wells Off-road, Inc. and that they are unaware of any medical or other reason which would prevent their participation in this activity.

ADULT RENTER | OPERATOR | ADDITIONAL RIDER DATE: _____

Print Name	Age	Signature	Print Name	Age	Signature
Print Name	Age	Signature	Print Name	Age	Signature

AUTHORIZATION OF PARENT/GUARDIAN FOR MINOR

Printed Name of Minor	Age	Printed Name of Parent/Guardian	Age	Signature of Parent/Guardian
Printed Name of Minor	Age	Printed Name of Parent/Guardian	Age	Signature of Parent/Guardian

ALSO REQUIRED IS A COPY OF THE ID OF THE PERSON COMPLETING THIS FORM.

- 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, or other rental vehicle.
 - A helmet must be worn fastened at all times while operating an ATV, or other vehicle! Additionally, wearing chest protectors, gloves, goggles, knee and elbow pads, long pants, long sleeve shirt or jacket, and over the ankle boots will greatly reduce risk of injury.
 - Do not operate any ATV in a manner other than with both hands on the handlebars, both feet on the pegs. Do not operate any UTV until all occupants are properly seat belted.
 - No drugs or alcohol consumption before or during use and possession of rented ATV or other vehicle and equipment.
 - Obe all posted signs. Do not ride faster than posted speed limits.
 - Do not carry passengers other than as originally mounted on the vehicle without the equipment assigned. **NO RIDING DOUBLE ON ATVS DESIGNED FOR 1 PERSON.** Follow manufacturers seating requirements.
 - Ride at your current skill level. Don't push your limit! Be careful.
 - Do not ride outside designated OHV areas or trails. They are clearly marked.
 - Do not ride in the water, wet sand or mud. It corrodes the machine. You will be charged for excessive cleanup on each machine!
 - The minimum rollover charge for any ATV is \$25.00. The minimum charge for any UTV rollover is \$300 plus the cost to repair the damages - parts at retail price, labor at \$100 per hour and vehicle downtime at the daily rental rate. If a rollover or tip over occurs where the damage disabiles the vehicle, the remainder of your time is downtime and no substitute vehicle will be given. This is not limited to flipping or flipping the vehicle on its side or top.
 - Respect peoples' campsites and do not endanger the campers, their kids or pets. The speed limit around campsites and on the beach is 15 mph.
 - Do not participate in any race or other contest involving ATV/UTV's or other vehicles.
 - Do not tow other ATV's or other vehicles and do not have them tow you and your rental ATV or rental vehicles.
 - In the dunes, watch out for drop offs and sand bows. They can vary from one foot to 80 feet. Be very careful!
 - Watch out for rocks and ruts while riding in the desert. Hitting rocks/ sharp objects can ruin tires and damage the suspension of your rental. You are responsible for all tire damage that occurs during your rental. Be aware of other riders and vehicles. Conditions can become crowded very quickly.
 - Ride prepared. Bring a charged cell phone, suitable clothing, maps and bottled water.
 - Do not attempt steep trails when you do know where they end up. Being trapped at bottom of a canyon can lead to expensive recovery bill for your machine.
 - Do not park and leave vehicle or equipment unattended. Stay with your vehicle. You are responsible if your ATV/UTV disappears.
 - In case of a breakdown, call your rental location based on the yellow sticker on your vehicle or speak with a park ranger. Do not leave
- JOINT AND SEVERAL LIABILITY / USE OF TERMS.** In the event the undersigned consist of more than one party, then each of the undersigned shall be jointly, severally, and individually liable for all obligations, agreements, and promises of the undersigned herein. As used in this agreement, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neutral genders shall each include the others as the context requires.
 - 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.
 - Anyone not following these rules or caught speeding or riding without a helmet, will be escorted back to Oet Wells Offroad, Inc. and the remainder of their riding time will be forfeited.
 - Vehicles are to be returned on time or additional fees will be charged.
 - There are no refunds for early returns.
 - There are no refunds due to weather changes.
 - You must return to rental every 3 hours.
 - Always take care of our equipment. Please drive carefully, these ATV/UTV can cost over \$15,000 each. If you damage it or total it today, we expect you to pay for it today.
 - Never ever jump this vehicle. It will land on its nose. Damaging the suspension or frame is expensive. It will cost you parts labor and down time.
 - Never make aggressive turns or donuts, the tires can come off the rims and cause this vehicle to tip over or roll over. Our roll over fee is a minimum of \$300 even if it goes on its side. The tire fee is \$100 to clean out and re-mount the tire.
 - Getting stuck and trying to drive out is the number one cause of belt failures. Prolong driving under 10 miles an hour in high range will also destroy the belt. There is a \$200 charge to replace the belt.
 - Be aware of your terrain. Do not go up, down or sideways on steep inclines. Explain your terrain before traveling at higher speeds. Watch ahead for other vehicles. Sudden drop offs are everywhere.
 - Always instruct and ensure that everybody is properly seat belted in and knows their proper hand hold. Never allow passengers to hold on to roll bars or door frames. Always ensure all passengers are wearing helmets and that the helmets are strapped on properly.
 - Passengers should be able to sit in the seat with their back to against the seat, reach hand holds and place feet on the floor with seat belts fastened. We do not recommend or allow small children to ride in car seats. Never put a child in your lap to help you drive.
 - If you hear or feel anything that seems like you have a mechanical problem developing please stop and call us to prevent further damage.
 - Always stay out of the areas we have outlined to prevent unnecessary risk of damage or collision or injuries. There is a \$150 towing charge if we have to tow you out.
 - When shifting gears, always make sure the vehicle is stopped. Always ensure engine is at idle always move shifter gently. Never engage the all-wheel-drive while the wheels are spinning. Severe damage to transmission differential or drive-line can occur.
 - We reserve the right to further inspect and revise our estimate of damages after your ride. You are responsible for everything that gets broke during your rental it is not covered by any insurance.
 - Do not allow underage drivers to drive the vehicle. Our minimum age is 25 to drive are UTV never allow anyone who has not signed our agreement to ride or drive this vehicle.
 - Always remember the 15 mile an hour speed limit on the beach or within 50 feet of other campers. It is easy to forget your speed.