

BIGFOOT EPIC ADVENTURES LLC

RENTAL, SECURITY DEPOSIT, AND DAMAGE DISCLOSURE AGREEMENT AND RELEASE AND WAIVER OF LIABILITY

The individual named below (referred to as “**I**” or “**me**” and similar words) desires to rent, drive, operate, ride in, and/or utilize (the “**Activity**”) certain recreational power sports equipment (the “**Vehicle**”) and the related safety equipment (the “**Safety Equipment**”) provided by Bigfoot Epic Adventures LLC, a Michigan limited liability company (the “**Company**”). In consideration for being permitted by the Company to participate in the Activity and in recognition of the Company’s reliance hereon, I agree to all the terms and conditions set forth in this Rental, Security Deposit, and Damage Disclosure Agreement and Release and Waiver of Liability (this “**Agreement**”), including all the covenants and agreements listed herein as follows:

Representations, Covenants, and Agreements of Renter:

1. I authorize the credit card provided to the Company to be used to pay the Security Deposit (as defined below) and the Damage Waiver (as defined below), if applicable, for the Vehicle, each as further described below, and I authorize the Company to charge the credit card for any and all additional rental, damage, or other charges that I may incur under the terms of this Agreement.
2. I understand that on the day of my rental, the Company will place a hold on my credit card for a security deposit (the “**Security Deposit**”) in the applicable amount (Side-by-Sides: \$1,500). The full amount of the Security Deposit **MUST** be available in order to rent the Vehicle. The Security Deposit hold will be released within forty-eight (48) hours once the Vehicle is checked in damage-free.
3. I understand that a pre-rental and post-rental inspection will be conducted on the Vehicle. I understand and accept that I am responsible for any damage I may cause to the Vehicle during the rental, including all broken, cracked, bent, ripped, or missing piece or part of the Vehicle. I understand and accept that I will incur charges for parts and labor necessary to repair the Vehicle at the then-current market rates. I understand that if the Company determines, in its sole discretion, that the Vehicle is excessively dirty when I return it, I will be charged a one hundred dollar (\$100) cleaning fee. For the avoidance of doubt, I understand and agree that I will be solely responsible for any and all damage charges (including parts and labor) as further described herein, which will first be taken out of the Security Deposit, and any damage charges above and beyond the amount of my Security Deposit will be billed to me directly. If I am unable to pay for the damage charges above and beyond the amount of my Security Deposit, and any corresponding demand for payment made by Company goes unpaid for thirty (30) days, I understand that I will be responsible for any and all fees paid to a collection agency for recovery of the damage charges, in addition to the outstanding damage charges.
4. I understand and accept that I am responsible for any damage I may cause to the Safety Equipment provided by the Company for me to use in connection with the Activity. I understand and accept that I will incur charges at the then-current market rates of the Safety Equipment, in the event I damage, lose, or blood contaminate any such piece of Safety Equipment.
5. In the event of major damage to the Vehicle during the term of the rental (as determined by the Company in its sole discretion), I understand and accept that I will incur a “Loss of Rental” charge per day the Vehicle is unable to be placed back in the Company’s rental fleet at the then-current rental rate as listed on the Company’s website, with a minimum charge of three (3) days (and not to exceed fourteen (14) days).
6. I understand and accept that the Company maintains and adjusts the Vehicle for reliable and safe operation and that all maintenance and adjustments are to be performed by the Company only. If at any time I feel something is out of adjustment or needs attention, I understand and accept that I must return the Vehicle to the rental center immediately. I am not permitted to adjust or tamper with the Vehicle in any manner.

7. I understand and accept that if I transport the Vehicle to the upper peninsula of Michigan, I will be responsible for transporting the Vehicle back to the lower peninsula of Michigan in the event of damage to or mechanical failure of the Vehicle, regardless of whether such mechanical failure was outside of my control. I understand that Drummond Island and the Silver Lake State Park sand dune area, Oceana County are strictly prohibited destinations for the Vehicle.
8. I represent that I am at least twenty-one (21) years of age, and I understand and accept that any passenger under the age of eighteen (18) must be accompanied by a parent or legal guardian at all times during the Activity and may not operate the Vehicle under any circumstances.
9. I represent that I am responsible for ensuring all individuals who ride in the vehicle have signed this Waiver. I understand that if I invite or allow an individual to ride in the vehicle who has not signed this waiver, I will be personally responsible to them for all related damages, issues, and claims.
10. I understand and accept that if I or my passengers need to be rescued or towed (unless for mechanical reasons outside of my control), I will incur a minimum rescue fee of \$100, which includes the first hour of rescue. Each additional hour of rescue will be charged to me at a rate of \$100 per hour. I will not be refunded for any time remaining on the term of the rental at the time of rescue. I understand that Company may not be able to immediately rescue or tow the Vehicle, and that the farther away from Company's location I am, the longer it will take for Company to arrive. I understand that I must stay with the vehicle and cannot leave the premises until Company arrives on site. I understand that if Company has to come to rescue or tow the Vehicle I've rented, I forfeit the remainder of the rental time. I understand that if I roll the Vehicle, I forfeit the remainder of the rental time. I understand that if the Company needs to rescue or tow the Vehicle pursuant to this Section, the Company is required to notify the State of Michigan Department of National Resources, which may result in additional fees and/or legal action taken against me.
11. I understand that Company is not responsible for cell phone reception and/or on the trails or in the areas in which I am operating the Vehicle. I understand that there might be areas where I am operating the Vehicle that have no cell phone reception and/or service and in the case of needing to be rescued or towed, it is not the Company's obligation to ensure I can reach them.
12. If I do not return the Vehicle on time, I understand and accept that I will incur additional charges at the then-current rental rate as listed on the Company's website. If I do not return the Vehicle within thirty (30) minutes past the time at which I am required to return the Vehicle, I understand and accept that I will be charged an additional full-day rental fee at the then-current rental rate as listed on the Company's website. I understand and accept that it is my responsibility to know what time I am due to return.
13. I understand and accept that the Company is not responsible for maintaining the roads and/or trails on which the Vehicle is permitted to be operated and is not responsible for damages resulting from striking hazards along the roads and trails, including but not limited to rocks, stumps, trees, or any hidden hazards. I further understand and accept that I will be responsible for all damage caused to the Vehicle by weather, acts of God, or terrain conditions.
14. I understand and accept that the Company requires a minimum of forty-eight (48) hours advance notice of cancellation in order for me to receive a full refund on my rental of the Vehicle. I understand and accept that the Company does not otherwise refund money for poor trail conditions, early returns on rentals, or cancellation due to weather or other unforeseeable circumstances.
15. I understand and accept that the Company, in its sole discretion, reserves the right to cancel a reservation due to poor trail conditions, mechanical malfunctions, rental accidents, software glitches, and other unforeseen events. I understand that the Company will do its best to fulfill every reservation, but a reservation cannot be guaranteed as unforeseen events can occur at any time before I arrive at the rental center. In the event the Company cancels my reservation for this reason, I will have the option to reschedule my rental or receive a full refund for the reservation.

16. If I am the operator of the Vehicle, I understand and accept that I must have and present to a Company representative my driver's license on the day of my rental and that if I am not able to present my driver's license on the day of my rental, I will not be permitted to operate the Vehicle. If I am not accompanied by someone else who is able to operate the Vehicle in accordance with the provisions of this Agreement, I will forfeit my rental and my entire rental fee.

Representations, Covenants, and Agreements of Operator and/or Passenger:

17. I hereby covenant and agree as follows:

- a. I have reviewed, am familiar with, and will follow any and all instructions, rules, recommendations, and cautions provided to me by the Company at all times during the Activity, including, without limitation, in respect of my operation of the Vehicle or other participation in the Activity, as applicable.
- b. I will wear the provided Safety Equipment and seatbelt, if the Vehicle is so equipped, when operating or riding in the Vehicle and, if I am the operator of the Vehicle, I will require each passenger to wear the provided Safety Equipment and seatbelt, if the Vehicle is so equipped, when riding in the Vehicle.
- c. If I am the operator of the Vehicle, I will carry only the number of passengers for which the Vehicle was designed and will carry only passengers who have signed this Agreement.
- d. If I am the operator of the Vehicle, I will operate the Vehicle only in areas where such operation is legal pursuant to federal, state, and local laws. I will not trespass on any property on which I am not authorized to operate the Vehicle. I understand that the Vehicle is equipped with a GPS monitoring device and if I drive the Vehicle off the marked trails, I will be fine one hundred and fifty dollars (\$150) each time the Vehicle leaves the marked trails. For example, if I leave the marked trails four (4) times during the rental period, I will be fined six hundred dollars (\$600).
- e. If I am the operator of the Vehicle, I will operate the Vehicle in the state of Michigan only and will not take the Vehicle outside the State of Michigan, including into Canada. I will not operate the Vehicle in or on any body of water, whether frozen or otherwise. I understand and accept that if the Vehicle falls through ice or is otherwise submerged in a body of water, I will incur recovery and environmental fees at the then-current rates as required by regulatory authorities.
- f. If I am the operator of the Vehicle, I will not use or permit anyone to use the Vehicle: (i) by anyone other than an authorized operator; (ii) to carry passengers or property for hire; (iii) to tow or push anything; (iv) to be operated in a test, race, or contest; (v) for conduct that could be charged as a crime, including the transportation of a controlled substance or contraband; (vi) recklessly; or (vii) overloaded.
- g. If I am the operator of the Vehicle, I will not drive or operate the Vehicle while using a hand-held communication device or other device that is capable of receiving or transmitting telephonic communications, electronic mail, text messages, or any other form of electronic data. This includes the use of any two-way communications device with which the Vehicle is equipped. If I need to use such a device, I will pull the Vehicle over and place it into park prior to using such device.
- h. I will comply with all Applicable Laws (as defined below) while participating in the Activity.
- i. If I am the operator of the Vehicle, I will operate the Vehicle in a safe manner and will observe all Applicable Laws, including traffic laws governing the use of the Vehicle. I understand any infractions will be my sole responsibility, including but not limited to moving violations, parking tickets, etc.
- j. I will not operate the Vehicle or be a passenger in the Vehicle, or permit someone to be a passenger in the Vehicle, while using or under the influence of any alcohol, drug, intoxicant, narcotic, prescription medicine, or other substance, whether legal or illegal under state or federal law, which could in any way impair my or a passenger's ability to operate or ride in the Vehicle.
- k. If the Vehicle fails, I will contact the Company immediately.

18. I represent and warrant as follows:

- a. If I am the operator of the Vehicle, I am at least twenty-one (21) years of age, and I have a valid driver's license that contains no restrictions. I can legally operate the Vehicle. If the Vehicle is a side-by-side, I may

operate the Vehicle if I am at least eighteen (18) years of age and have a valid driver's license that contains no restrictions so long as I am accompanied by a parent or legal guardian at all times while operating the Vehicle.

- b. If I am the operator of the Vehicle, I will only carry passengers under eighteen (18) years of age if I am such passengers' parent or legal guardian.
 - c. If I am the operator of the Vehicle, I understand the Company can track the speed of the Vehicle through GPS tracking and I will not drive the Vehicle at a speed that exceeds forty (40) miles per hour. If I exceed this speed limit, I will be fined one hundred dollars (\$100) each time the Vehicle exceeds this speed. For example, if I exceed the speed limit four (4) times during the rental period, I will be fined four hundred dollars (\$400).
 - d. If I am under eighteen (18) years of age, I will be accompanied by my parent or legal guardian at all times during the Activity, and my parent or legal guardian is also signing this Agreement on my behalf.
 - e. If I am a passenger of the Vehicle, I am able to wear the seatbelt securely fastened, if the Vehicle is so equipped, and I am able to grasp the handholds with my feet firmly planted on the ground or footrest, as applicable, and my back fully against the seat backrest, if the Vehicle is so equipped. If the Vehicle is a side-by-side or four-wheeler, I am at least 50" tall.
 - f. I have watched the safety video presented by the Company, have attended the safety and operating instructions presentation, and have been thoroughly briefed on how to safely and correctly operate the Vehicle. If I am the operator of the Vehicle, I am comfortable and confident in my ability and knowledge to operate the Vehicle in accordance with such safety and operating instructions. If I have any questions, I will ask before operating the Vehicle.
 - g. If I am providing my own Safety Equipment, such Safety Equipment is in good working order and condition and meets all Department of Transportation safety requirements. I understand the Company is not responsible for ensuring the adequacy of any Safety Equipment that is not provided by the Company.
 - h. I am in good health and proper physical condition, and I do not have any medical or other conditions that would impair my ability to drive, operate, or ride in the Vehicle or otherwise participate in the Activity.
 - i. I understand and accept that the Company does not offer any medical insurance to cover me while participating in the Activity and that serious injuries can be financially devastating.
 - j. If at any time I believe conditions to be unsafe or that I am no longer in proper physical or other condition to participate in the Activity, I will immediately discontinue further participation in the Activity and will contact the Company immediately.
19. I hereby release the Company and its agents and employees from all claims for loss of, or damage to, my personal property or that of any other person, that is received, handled, stored, carried into, or left on the Vehicle or at the Company, whether or not the loss or damage was caused by the Company's negligence or was otherwise the responsibility of the Company.
20. MY CHOICE TO PARTICIPATE IN THE ACTIVITY IS KNOWING, VOLUNTARY, AND MADE FOR MY PERSONAL ENJOYMENT. I AM AWARE OF AND UNDERSTAND THAT THE ACTIVITY IS A POTENTIALLY DANGEROUS ACTIVITY AND PARTICIPATION IN THE ACTIVITY INVOLVES THE RISK OF SERIOUS INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE. I ACKNOWLEDGE THAT ANY INJURIES THAT I SUSTAIN MAY RESULT FROM OR BE COMPOUNDED BY THE ACTIONS, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, INCLUDING NEGLIGENT EMERGENCY RESPONSE OR RESCUE OPERATIONS OF THE COMPANY, OR FROM THE CONDITION OF THE FACILITIES, EQUIPMENT, OR VEHICLES. FURTHER, THERE MAY BE OTHER RISKS NOT KNOWN TO ME OR REASONABLY FORESEEABLE AT THIS TIME. NOTWITHSTANDING THIS RISK, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGER INVOLVED AND HEREBY AGREE TO ACCEPT AND ASSUME ANY AND ALL RISKS OF INJURY, DISABILITY, DEATH, AND/OR PROPERTY DAMAGE ARISING FROM THE ACTIVITY, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.

21. I acknowledge and agree that the Company makes no warranty of any kind, nature, or description, express or implied, as to the quality, manufacture, safety, drivability, or fitness for any particular purpose of the Vehicle or the Safety Equipment. I hereby accept the Vehicle and the Safety Equipment provided by the Company in its “as-is” condition with all faults. I hereby further acknowledge and agree that while wearing the Safety Equipment reduces my risk of injury, it does not in any way guarantee my safety.
22. I hereby expressly waive and fully and forever release and discharge any and all claims (including negligence claims), now known or hereafter known, against the Company, and its officers, directors, manager(s), employees, agents, affiliates, members, successors, and assigns (collectively, the “**Releasees**”), on account of injury, disability, death, or property damage arising out of or attributable to the Activity, whether arising out of the ordinary negligence, injudicious act, omission, or other fault of the Company or any Releasees or otherwise. I hereby acknowledge and agree that this Agreement shall be binding upon and enforceable against me and my personal representatives, spouse, assigns, heirs, and next of kin without limitation.
23. I covenant that I will not initiate any claim (including any negligence claim), lawsuit, court action, or other legal proceeding or demand against the Company or any other Releasee, nor join or assist in the prosecution of any claim (including any negligence claim) for money or other damages which anyone may have, on account of injury, disability, death, or property damage, whether sustained by me, other parties, or my (or others’) property, arising out of or attributable to the Activity, and I waive any right I may have to do so. I understand this means that I cannot sue to hold the Company or any other Releasee responsible for any injury, disability, death, or property damage, whether sustained by me, other parties, or my (or others’) property, arising out of or attributable to the Activity, even if it is due to the negligence, injudicious act, omission, or other fault of the Company or any other Releasee or otherwise. I waive my insurers’ rights to make a claim against the Company or any other Releasee based on payments by insurers to me or on my behalf for any reason. This means my insurers have no rights of subrogation against the Company or any other Releasee.
24. I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys’ fees, other fees, the costs of enforcing any right to indemnification under this Agreement, and the cost of pursuing any insurance providers, incurred by or awarded against the Company or any other Releasees, arising out of or resulting from any claim of a third party related to the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.
25. I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.
26. I hereby grant the Company, and those acting with its authority, without limitation, the unrestricted, perpetual, worldwide right and license to use my name, image, likeness, voice and other biographical or personally identifiable information, and any photograph, video, or audio recording that may be taken of me or another medium that includes such materials for any publicity without further notice, compensation, or permission from me or any third party.
27. If any term or provision of this Agreement is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. That shall include modifying this Agreement to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this release included in this Agreement shall continue from this date forever. I specifically acknowledge and agree that that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under applicable federal, state, and local laws, ordinances, statutes, rules, and regulations (collectively, “**Applicable Law**”), and additionally agree to WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY

APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Agreement constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. This Agreement is binding on and shall inure to the benefit of the Company and me and its and my respective successors and assigns. A waiver by the Company of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of my obligations under this Agreement. The Company's acceptance of payment or failure, refusal, or neglect to exercise any of its rights under this Agreement does not constitute a waiver of any other provision of this Agreement. All matters arising out of or relating to this Agreement shall be governed by and construed in accordance with the internal laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule (whether of the State of Michigan or any other jurisdiction). This Agreement shall be construed and interpreted as broadly as possible under the Applicable Law of the State of Michigan. Any claim or cause of action arising under this Agreement may be brought only in the federal and state courts located in Kent County, Michigan and I hereby consent to the exclusive jurisdiction of such courts. In the event of any legal action with respect to this Agreement, the prevailing party in such action shall be entitled to reasonable attorneys' fees, costs, and expenses incurred in connection with such legal action. This Agreement may only be amended, modified, or supplemented by an agreement in writing signed by the Company. Unless prohibited by law, I hereby release the Company for any liability for consequential, special, or punitive damages in connection with the Activity.

BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS AGREEMENT AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY. I CERTIFY I AM EXECUTING THIS AGREEMENT VOLUNTARILY IN GOOD FAITH AND WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.

Printed Name: _____ Date of Birth: _____

Street Address: _____ City, State, Zip Code: _____

Phone: _____ Email Address: _____

Signature: _____ Date: _____

COMPLETE IF DRIVING:

Driver's License Number: _____ Driver's License State: _____

You will be required to show your driver's license when you pick up your rental or you will forfeit your rental fee.

COMPLETE IF PARENT/LEGAL GUARDIAN OF MINOR PASSENGER:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Parent or Legal Guardian Name: _____ Date of Birth: _____

Street Address: _____ City, State, Zip Code: _____

Phone: _____ Email Address: _____

Parent or Legal Guardian Signature: _____ Date: _____