

LINCOLN COUNTY CUSTOMS
SNOWMOBILE RENTAL AGREEMENT

Acknowledgment of Risks, Assumption of Risk, Release of Liability, Talent Release,
and Arbitration Agreement

(LESSOR): LINCOLN COUNTY CUSTOMS

Customer (LESSEE): _____

Address: _____

City/State/Zip: _____

Phone: _____

Date of Birth (must be 18 yrs. of age): _____

ID/ Driver's License/ Passport#: _____ Exp: _____

EMERGENCY CONTACT: This individual **cannot** be on the trip with you.

Name: _____ Phone: _____

I, the undersigned, hereby accept for use as-is the snowmobile with the Registration No. _____ (the "**snowmobile**"), and accept full responsibility for the care of the snowmobile while this Rental Agreement, Acknowledgment of Risks, Release of Liability and Agreement to Arbitrate (this "**Agreement**") is in effect, and agree to reimburse the Lessor for any loss or damage to the snowmobile arising from its use, reasonable wear and tear excepted. When used in this Agreement, the terms "I" and "me" refer to the undersigned.

RENTAL INFORMATION (To be completed by Lessor staff)

Lessor Staff Member: _____ Date: _____

Snowmobile Type(s): _____

IMPORTANT: PLEASE READ. Fuel tanks are full on departure and Lessee agrees to pay for all gas used. If rented for multiple days 2 stroke oil must be purchased from Lincoln County Customs. There is no refund for early return. Lessor is not responsible for loss of running time, due to equipment failure, weather, illness, accidents, or change in plans. Lessee will be liable for all damages or loss of the snowmobile (hereinafter referred to as "snowmobile") that is caused by unlawful use of the snowmobile or by operation of the snowmobile in violation of the terms of the rental agreement. Lessee agrees to return the snowmobile on or before 5:00 pm on the day of return. Lessee will be charged a late fee of \$25.00 every 15 minutes the snowmobile is late if not returned by the time stated on the Rental Checklist.

NAMES OF OPERATORS IN PARTY:

The Operators below hereby certify that they have read this Agreement and agree to be subject to and bound by the terms and conditions hereof. Each Operator further certifies that the representations and statements herein are true and accurate as to such Operator.

Name	Age	Signature of Operator or Parent/Legal Guardian for Minor Children

In consideration for the rental of the snowmobile and related services of Lessor, and for being allowed to participate in off-road riding activities and/or being provided with off-road sport or other recreational property or services as contemplated herein, I hereby further agree as follows:

1. Acknowledgment of Risks: I acknowledge that Lessor and its personnel have informed me that the snowmobile riding (hereinafter referred to as the “Activity”) is not without risk. Lessor and its staff have been available to more fully explain to me, and have answered all of my questions regarding, the nature and any physical demands of the Activity and the inherent risks, hazards, and dangers to myself, property and third parties associated with engaging in the Activity. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this Activity and can be the cause of loss or damage to property and equipment, or accidental injury, illness or in extreme cases permanent trauma or death. Lessor does not want to frighten you or reduce your enthusiasm for this Activity, but believes it is important for you to know in advance what to reasonably expect and to be informed of the inherent risks of engaging in the Activity. The following describes some, but not all, of those risks. Limited braking, collision with other riders and/or other objects, inclement weather, extremes of wind, weather and temperature, fatigue, chill, dizziness or other health conditions which may diminish your reaction time or the reaction time of other riders and increase the risk of an accident. Lessor seeks the safety of all participants, but is unaware of other rider’s riding experience and ability.

2. Assumption of Risks: Safety Matters. I am aware that engaging in the Activity could entail risk of injury or death to any rider. I understand the description of these inherent risks is not complete and that other known, unknown or unanticipated inherent risks may result in injury or death. **I AGREE TO ASSUME AND ACCEPT FULL RESPONSIBILITY FOR THE INHERENT RISKS IDENTIFIED HEREIN AND THOSE INHERENT RISKS NOT SPECIFICALLY IDENTIFIED, INCLUDING, BUT NOT LIMITED TO, ANY AND ALL RISKS THAT ARE REASONABLY FORESEEABLE. I AGREE IT IS MY RESPONSIBILITY TO KNOW AND OBEY THE STATE OF WYOMING REGULATIONS PERTAINING TO SNOWMOBILE OPERATION AND SAFETY.** Engaging in the Activity under the influence of alcohol, drugs, or other controlled substances greatly increases the risk of injury and I understand that it is strictly prohibited.

My participation in the Activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks. I certify that I am fully capable of

participating in the Activity. Therefore, I assume full responsibility for myself, including minor children, for bodily injury, death and loss of personal property and expenses thereof as a result of those inherent risks and dangers and of my negligence in participating in this Activity.

I further certify that I have adequate insurance to cover any injury or damage caused or suffered while participating in the Activity, and neither I nor anyone covered under this Agreement has any medical or physical condition that could interfere with the safety while participating in the Activity. I acknowledge that the Lessor has made available for any participant to review a copy of certain relevant local Activity safety requirements.

3. Release of Liability: Indemnification. Furthermore, I hereby release and forever discharge on behalf of myself, my heirs, assigns, personal representatives and estate and for all members of my family and their representatives (collectively, the "Releasing Group Members"), the Lessor and its affiliates (including Lincoln County Customs, and all other persons or entities controlling, controlled by or under common control with, Lincoln County Customs.), their principals, directors, officers, agents, employees, representatives, members, stockholders, owners and volunteers, their insurers and every land owner and/or governmental agency upon whose property the Activity is conducted and their insurers, if any (collectively, the "Releases") **FROM ANY AND ALL LIABILITY OF ANY NATURE FOR ANY AND ALL LOSSES, DAMAGES, INJURY OR HARM (INCLUDING DEATH) TO OR BY RELEASING GROUP MEMBERS, AS A RESULT OF THEIR PARTICIPATION IN THE ACTIVITY, UNLESS SUCH LOSSES, DAMAGES, INJURY OR HARM ARE CAUSED BY THE GROSS NEGLIGENCE OF THE RELEASES.** I further agree on behalf of myself and the other Releasing Group Members to indemnify, defend and hold harmless the Releases from any loss, damage or liability, including attorney's fees and other costs, that result from claims, demands, or causes of action that are related in any way to, or arise from, participation in the Activity, the Lessor's related services or facilities, the snowmobile or the use, or operation of the same in the Activity or otherwise.

4. Consent to Reproduce Physical Likeness. The Lessor occasionally photographs participants while they are engaged in the Activity. The photographs may be used in promotional/advertising materials in the future. The undersigned hereby grants to the Lessor and its affiliated companies, their agents, employees, legal representatives, successors and assigns, the right to make, use, tape (audio and video), re-use, publish and copyright my statement(s), if any, so long as the meaning is not substantially changed. I hereby disclaim any right to the copyright in any such works and assign any rights that I may have in such works to the Lessor.

5. Agreement to Arbitrate. If a dispute arises under this Agreement which cannot be resolved by good-faith negotiations, the Lessor and I agree that we will WAIVE OUR RESPECTIVE RIGHTS TO TRIAL BY JURY AND RESOLVE OUR DISPUTE BY SUBMITTING THE SAME TO BINDING ARBITRATION in accordance with the commercial rules of the American Arbitration Association. In the event arbitration is necessary, the prevailing party shall be entitled to recover costs and expenses of the arbitration, including, but not limited to, attorneys' fees, administrative costs, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award. THE STATE OF WYOMING SHALL BE THE SOLE AND EXCLUSIVE PLACE FOR JURISDICTION AND VENUE FOR RESOLUTION OF ANY DISPUTE UNDER THIS AGREEMENT. This Agreement shall be governed by the laws of the State of Wyoming, without regard to its conflict of law principles or rules. This Agreement is subject to the rules, regulations, laws and other requirements applicable to the Company, including as a National Park Service concessionaire under the National Park Service Commercial Services Program, if applicable.

6. Snowmobile rental and operation is strictly limited to legal legally licensed motor vehicle operators. Helmets (provided), boots, and winter gear are required to be worn by snowmobile riders and Operators. If licensed motor vehicle operator is under the age of eighteen (18), Lessor requires the signature and the valid license number of the legal guardian or parent releasing and allowing Lessor to rent a snowmobile to their underage child. **No one under the age of sixteen (16) will be allowed to operate a snowmobile.** A valid credit card is required for any snowmobile rental.

7. I acknowledge I am not relying on any oral, written, or visual representations or statements made by Lessor, including those made in its brochures or other promotional material, to induce me to participate in this activity.

8. Acceptance of Snowmobile. By acceptance of the Snowmobile, I acknowledge that the snowmobile is in good operating condition. If I fail to notify the Lessor of any defects or deficiencies with respect to the condition of the snowmobile and its related gear, equipment, and accessories prior to departure, such failure shall constitute an acknowledgment that the snowmobile and its related gear, equipment, and accessories were received in satisfactory condition.

9. Control of Snowmobile. I will have exclusive possession, control, and command of the snowmobile while this Agreement is in effect.

10. Use and Operation of Snowmobile: Authorized Operators. I will keep the snowmobile in a safe place when unattended by me and the snowmobile will be used in a safe, responsible, and legal manner. I agree that the snowmobile will be used solely for personal, recreational use and I will not use the snowmobile for any commercial purpose without the express written consent of the Lessor. The snowmobile will only be operated by me and those people whose names and signatures appear above (collectively, the “**Operators**”). The Operators certify that they have carefully reviewed all video and written materials provided by the-Lessor relating to the operation of the snowmobiles, including but not limited to the materials provided on the attached **Schedule A**, and will fully participate in any related orientation provided by the Lessor before such operation.

11. Property on Snowmobile. I acknowledge and agree that the Lessor shall not be responsible for any property left, stored, lost, or transported by me or any other person in, on or upon the snowmobile before, during or after the rental term hereunder.

12. Compliance with Laws. Rules and Regulations. I agree to abide by the laws, rules, and regulations of all municipalities, counties, states, federal agencies, and maritime authorities as well as the Lessor’s rental policies applicable to the snowmobile, as the same now exist, or as amended from time to time, and shall not conduct any illegal activities while using the snowmobile.

13. Lessee’s Exclusive Remedy. In the event of a breach of this Agreement by the Lessor, my sole and exclusive remedy shall be to return the snowmobile to the Lessor and receive repayment of all or, in the case of a partial breach, a reasonable proportion of the deposit and rental payment(s) that have been paid by me prior to the time of such breach. Repayment of such deposit and rental payment(s), or portions thereof, under this Agreement shall discharge the Lessor from all continuing obligations under this Agreement.

14. Exclusion of Warranties; Limitation of Damages. Other than the obligations of the Lessor expressly set forth herein, THE LESSOR DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. THE LESSOR SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF ANY BREACH OF THIS AGREEMENT.

15. Return of Snowmobile: Liability for Loss or Damage. I will return the snowmobile, its related gear, equipment, and accessories in the same condition in which they were received by me (reasonable wear and tear excepted) at the required return time. I understand that any loss or damage to the snowmobile, its related gear, equipment, or accessories may result in, among other things, forfeiture of the security deposit and I authorize Lessor to charge my credit card for loss or damages to the snowmobile, its related gear, equipment and accessories, which I am responsible for. The Lessor's retention of the security deposit shall not limit the Lessor from pursuing any other remedy. I agree to re-fill the snowmobile tank with premium 91 octane fuel before returning the snowmobile.

16. As an additional service to our customers, Lincoln County Customs offers an optional "Damage Waiver." This Damage Waiver will help reduce the cost to you for damage to your rented equipment caused by you or someone in your rental party while operating in a reasonable manner. If you elect the Damage Waiver, you will only be liable and fully responsible to pay a maximum of **\$3,000** for damage occurring to your rented vehicle while on rent and operate in a reasonable manner. The Damage Waiver, however, does not waive costs to recover a damaged vehicle, damages to other Lincoln County Customs property (i.e., if your vehicle causes damage to another vehicle, you are still liable for damages to that other vehicle), or damages reasonably related to misuse, abuse, gross negligence, reckless behavior, or intentional damage, including, but not limited to, mysterious disappearance or theft. Per above, you authorize Lincoln County Customs to charge your credit card on file for damages to your rented vehicle in accordance with your selection below. Please indicate below via initials whether you accept or decline the Damage Waiver:

_____ (Lessee Initials). I elect to purchase the Damage Waiver for \$50 per day. This amount will be added to my total cost.

_____ (Lessee Initials). I decline the Damage Waiver. I understand and agree that I am responsible for reimbursing Lincoln County Customs for the full cost for any damages incurred by Lincoln County Customs during my rental period, including, but not limited to, recovery fees, repair costs (parts and labor), and loss of use damages.

17. Payment Obligations. I shall pay when due all fees, charges and tariffs, including any penalties for late return of the snowmobile, applicable to the rental of the snowmobile hereunder.

18. I have carefully read, clearly understand, and accept the terms and conditions stated herein and acknowledge that this Agreement, including the release, discharge and indemnification obligations contemplated in this Agreement, shall be effective and binding upon myself and the other Releasing Group Members. I certify and represent that I have read the foregoing and fully understand its meaning and effect.

Initial: _____

APPENDIX A
Lincoln County Customs
DISPUTE RESOLUTION POLICY

If a dispute arises relating to any relationship or agreement between or among this Lessor and its affiliates (including **Lincoln County Customs**, and all other persons or entities controlling, controlled by or under common control with, Lincoln County Customs.) (Collectively, "Lincoln County Customs") on the one hand, and any agent, vendor, customer, lessee or licensee on the other, or if a dispute arises out of any products or services provided, licensed, leased or sold by Lessor or Lincoln County Customs, it is expected that the parties to such dispute (each, a "**Party**" and collectively, the "**Parties**") will attempt in good faith to resolve any such dispute in an amicable and mutually satisfactory manner and in accordance with the provisions of this Dispute Resolution Policy (the "**Policy**").

If efforts are initially unsuccessful, either Party may serve a notice of mediation ("**Notice of Mediation**") on the other Party. The Notice of Mediation shall be personally delivered or sent by prepaid, certified first class mail return receipt requested (air mail if international) or by nationally recognized overnight courier service (costs prepaid), and shall be effective on receipt thereof by the Party to whom it is addressed. Proof of receipt shall be a receipt signed by the Party to whom it is addressed, or if the Party is an entity, any officer or responsible official thereof. The Notice of Mediation shall be dated, and without prejudice to any right permitting subsequent modifications, shall specify the claims or issues which are to be subjected to mediation.

IF A DISPUTE CANNOT BE RESOLVED BY MEDIATION, WHICH SHALL IN ALL CASES BE THE FIRST DISPUTE RESOLUTION METHOD ATTEMPTED AFTER RECEIPT OF A NOTICE OF MEDIATION, THE PARTIES AGREE THAT IN ORDER TO PROMOTE TO THE FULLEST EXTENT REASONABLY POSSIBLE A MUTUALLY AMICABLE RESOLUTION OF SUCH DISPUTE IN A TIMELY, EFFICIENT AND COST-EFFECTIVE MANNER, THEY WILL WAIVE THEIR RESPECTIVE RIGHTS TO A TRIAL BY JURY AND SETTLE THEIR DISPUTE BY SUBMITTING THE SAME TO ARBITRATION IN ACCORDANCE WITH THE COMMERCIAL RULES OF THE AMERICAN ARBITRATION ASSOCIATION ("**A.A.A.**") AND THIS POLICY, EXCEPT THAT ALL PARTIES SHALL BE ENTITLED TO ALL DISCOVERY RIGHTS ALLOWED UNDER THE FEDERAL RULES OF CIVIL PROCEDURE AS THOSE RULES EXIST IN THE UNITED STATES FEDERAL COURT FOR THE DISTRICT OF WYOMING.

The Parties shall attempt to select a mutually agreeable mediator or subsequent arbitrator from A.A.A.'s Panel of Mediators and Arbitrators. If, in the case of mediation, no agreement is reached within fifteen (15) days of receipt of the Notice of Mediation, the current Director of Professional Services for A.A.A. (the "**Director**") shall serve as the mediator. If: (i) mediation is unsuccessful; (ii) a Party provides to the other Party written notice of intent to arbitrate; and (iii) no agreement is reached within fifteen (15) days of receipt of the notice of intent to arbitrate, then the arbitrator shall be the Director, or if requested by the Parties, shall be selected by: (x) an arbitrator designated by the Lessor from A.A.A.'s Panel of Arbitrators; (y) an arbitrator designated by the other Party from A.A.A.'s Panel of Arbitrators; and (z) an arbitrator from A.A.A.'s Panel of Arbitrators selected by the two arbitrators designated by the Parties. In all cases, the arbitrator for arbitration under this Policy (the "**Arbitration**") shall be from A.A.A.'s Panel of Arbitrators.

The Arbitration shall be governed by the Federal Arbitration Act, 9 U.S.C. § 1 et. seq., and the judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. Either Party may elect to participate in the Arbitration telephonically. Any substantive or procedural rights other than the enforceability of the arbitration agreement shall be governed by the laws of the State of Wyoming, without regard to its conflict of law principles or rules.

The Parties further expressly agree that: (i) the arbitrator shall only reach his or her decision by applying strict rules of law to the facts; (ii) THE ARBITRATION SHALL BE CONDUCTED IN THE ENGLISH LANGUAGE; (iii) the prevailing party shall be entitled to recover costs and expenses of the arbitration including, but not limited to, attorneys' fees, the cost and expense of administration of the arbitration proceedings, and any costs and attorneys' fees incurred in executing on or enforcing the arbitration award; and (iv) the arbitral award shall be issued in the County.

Except as provided in this Policy, neither Party shall be entitled to commence or maintain any action in a court of law for any matter in dispute that is contemplated herein until such matter shall have been submitted and determined as provided herein and then only for the enforcement of such arbitration award. Notwithstanding the foregoing, either Party may apply to a court of competent jurisdiction in the County to seek injunctive relief before or after the tendency of any arbitration proceeding. The institution of any action for injunctive relief shall not constitute a waiver of the right or obligation of either Party to submit any claim seeking relief other than injunctive relief to arbitration. Judgment upon the award may be entered by the United States District Court for the District of Wyoming, or Superior Court in the State of Wyoming, or application may be made to such court for the judicial acceptance of the award and order of enforcement, as the case may be, if the arbitrator's award or decision is not complied with within seven (7) days of arbitrator's decision.

Except as otherwise provided herein, arbitration shall be the sole and exclusive procedure for resolution of disputes between the Parties, including any disputes that might arise after termination of any agreement, any arrangement or relationship to which this Policy would apply. I UNDERSTAND THAT BY SIGNING THIS AGREEMENT, BOTH THE LESSOR AND I ARE WAIVING OR MODIFYING VALUABLE LEGAL RIGHTS.

ACKNOWLEDGED AND ACCEPTED BY:

Signature: _____

Name: _____

Date: _____