

## **HIGH COUNTRY TOURS, INC. (HCT)**

### **SECURITY DEPOSIT, DAMAGE DISCLOSURE AND AGREEMENT**

- I/we authorize the credit card/s listed on our reservation to be charged for any costs or damages we cause to HCT. I/we are fully responsible for these ATVs/side x sides and will pay for all broken, scratched, cracked, bent, ripped and missing pieces of my/our ATV/side x side if damaged while in my/our possession. I/we will inspect the ATV's/side x sides prior to riding them and note any previous damages on the "ATV/Side x Side Checkout Form" during the pre-ride inspection. I am/we are agreeing to pay for all costs and damages immediately.
- I understand HCT offers NO insurance coverage. I am/we are responsible for any damage I/we may cause to the equipment. I/we understand that ATV's and side x sides are expensive machines to repair/replace. Costs of damage could easily exceed \$10,000.
- If my/our ATV/side x side is wrecked/damaged while in my/our possession and determined by HCT's staff to be a total loss and not worth repairing, I/we agree to pay full retail price plus tax for the ATV/side x side.
- I/we understand that there is ½ hour minimum labor charged to all damages. Labor rate is \$120 per hour. Labor rate is calculated using the Manufacturers Flat Rate Manual and multiplying by 1.3. I/we agree to pay the manufacture suggested retail price for parts.
- If I/we need to be rescued or towed (for non-mechanical reasons) here will be a minimum \$120 rescue fee. This fee includes the 1<sup>st</sup> hour of rescue. Each additional hour will be billed at \$120 per hour per rescuer. Average rescue is \$300 to \$400.
- I/we understand that there will be a minimum 3 days "Loss of Rent" charge for all major damages to ATVs/side x sides caused by rollovers and collisions. Loss of Rent Rate is \$240 per day. Due to Covid, it can take months to get parts to make repairs. Be Careful.
- I/we understand that excessive mud and water cause ATVs/side x sides to overheat and in some cases engine failure. I/we agree to pay a minimum \$25 as a cleaning fee for excessively muddy machines. In the event that my ATV/side x side is non-operable because of excessive mud and water, I/we agree to forfeit the remainder of my/our rental and pay appropriate costs related to repairs, rescue, and loss of rent.
- Included with each rental is a helmet for every rider. We highly recommend every rider wears a helmet. Ask our staff and a helmet will be provided for you. If I/we damage, lose, or blood contaminate the helmet(s), I/we authorize \$75 to be charged to my credit card listed above.
- I/we agree to ride sober. We turn all alcohol and drug related issues over to the Grand County Sheriff. We have a ZERO tolerance policy. If we suspect any use, you will forfeit your rental and the entire amount of the rental.
- I/we understand that HCT does NOT refund money for early returns on rentals.
- I/we understand that there are additional charges if we do not return the ATV/side x side back on time. Rental return times will be noted on the "ATV/side x side Checkout Form". It is my/our responsibility to know what time I am/we are due to return. If I am late, I understand a search party may be sent out to look for me. I will pay \$120 per hour for each person searching for me with a 1 hour minimum. I will also pay for any Loss of Rent because the equipment was not available for the next renter.
- I/we understand that there is no way for HCT to predict or control trail conditions. I/we understand that I am/we are responsible for damages resulting from striking hazards along the trail such as rocks, stumps, trees, etc. easily costing \$1,000s to repair. I/we will report damage, accidents, injuries, collisions, tips or roll overs to HCT staff and immediately fill out a written incident form for HCT when we return the OHV.
- I/we authorize HCT to hold/preauthorize an amount sufficient to cover any damage I/we cause.
- I/we will fully reimburse HCT for any costs of collection and pay 1.5% interest per month for any unpaid balance I/we owe HCT.
- Should HCT or anyone acting upon HCT's behalf, be required to incur attorney's fees and costs associated with or connected with my participation in this activity or use of HCT's equipment, I agree to fully reimburse them for all such fees and costs.
- I/we will not allow anyone to participate that is not bound by all HCT's agreements. Also, I/we will not allow anyone without a valid driver's license to operate any ATV/side x side included in this rental.
- I/we will not operate an ATV/side x side or participate in this activity until I am/we are confident that I/we can do so safely. I/we will read and understand all placards and warnings on the ATV/side x side before starting the engine.
- I/we will not attempt any maneuvers that I/we are not 100% confident that I/we can complete safely. I/we will not attempt to jump, slide sideways, drift, power slide, turn at high speed, donuts, or wheelies with the ATV/side x side. I/we know these are extremely dangerous.

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of High Country Tours Inc., their agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "HCT"), I hereby agree to release, indemnify, and discharge HCT, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in ATV, UTV, and OHV riding activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

**The risks include, among other things:** there is the possibility of rough terrain; passengers can be jolted, jarred, bounced, thrown about and otherwise shaken during rides; it is possible that riders could be injured if they come into contact with other passengers or equipment; injuries can be sustained from the trail, equipment or from items on the trail such as holes, bumps, ruts, obstacles, tree limbs and branches or rocks; major injuries are a risk as are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, and dehydration; exposure to potentially dangerous wild animals, insect bites, and hazardous plant life; the negligence of other participants or persons who may be present; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; accidents involving other vehicles; collision with fixed or movable objects; flipping over; transmissible pathogen or disease; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered.

Furthermore, HCT personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.

2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks. I agree to wear a properly fitted and secured DOT or SNELL certified helmet while participating in this activity.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless HCT from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of HCT's equipment or facilities, **including any such claims which allege negligent acts or omissions of HCT.**
4. Should HCT or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against HCT, I agree to do so solely in the state of Colorado, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

**By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against HCT on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at HCT. I have had sufficient opportunity to read this entire document. I have read and understood it, and I agree to be bound by its terms.**

I, the undersigned, have been fully warned and advised by High Country Tours Inc. (hereinafter collectively referred to as "HCT"), that I should wear a properly fitted and secured DOT and/or SNELL certified helmet while riding or being around all-terrain vehicles ("ATV's"), utility-terrain vehicles ("UTV's"), and off-highway vehicles ("OHV's") (whether on the premises or off of the HCT's premises) in order to potentially reduce the severity of an injury and/or to possibly prevent my death from occurring as the result of a fall or any other occurrence associated with this activity. I understand that by not wearing a helmet, I will be going against manufacturers' requirements and putting myself at an increased risk for injuries, and against the advice of HCT and numerous court cases I am refusing this critical safety precaution. I also understand that minors are not allowed to refuse protective headgear and I cannot sign on their behalf to waive the requirement.