

Narrow Path Adventures Rental Agreement

In consideration of the services of Truckey Enterprises, LLC DBA Narrow Path Adventures, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (herein collectively referred to as "NPA"):

1. **Inherently dangerous sport.** Renting an all terrain vehicle is an inherently dangerous activity and could result in serious injury, death, or damage to myself or passenger, property, or to third parties. NPA employees reasonably endeavor to seek safety and may be unaware of a participant's fitness or abilities, misjudge the weather or other environmental conditions, provide incomplete warnings or instructions, or the equipment being used may malfunction.
2. **Assume all risks.** 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 further certify that I am willing to assume the risk of any medical or physical condition I may have.
3. **Rental considerations.** The rental will begin and end at the specified location of NPA and the specified times indicated on agreement, unless otherwise noted. There may be a charge of \$125.00/hr for the recovery fee of rental vehicle. Machine will be returned by end of normal operating hours to avoid a late fee of \$125.00.
4. **Adequate insurance.** 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. I agree to provide proof of towing insurance to perform Tow & Go of rental vehicle.
5. **Condition of vehicle.** Review the condition of the rental vehicle; note any pre-existing conditions. Return rental vehicle in the same condition as was received; less normal wear. A charge of up to \$125.00 for can be assessed for excessive mud accumulation. In the event of machine damage, NPA reserves the right to make decision to repair, at Retail cost for parts and a labor cost of \$95.00/hr, or elect to collect from myself the retail value of machine on day of damage. I agree to contact the local authorities and NPA in the event of an accident, theft, or vandalism.
6. **Age of operator.** Machines are "street legal;" if operated on area roads, operator will be a licensed driver.
7. **Re-fueling charge.** Each machine will be returned full of non ethanol fuel; a re-fueling charge of \$40.00 can be assessed renter for failure to fuel machine. A \$500 fee will be assessed for using fuels containing ethanol.
8. **Machine capacity.** 2 or 4 person depending on machine. No passengers in cargo box.
9. **Release and hold harmless.** I hereby agree to release, indemnify, and forever discharge NPA, on behalf of myself, my spouse, my children, my parents, my heirs, assigns, personal representative and estate, and hold harmless NPA from any and all

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claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of NPA's equipment or facilities, including any such claims which allege negligent acts or omissions of NPA. Should NPA 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.

10. **Legal issues in MT.** In the event that I file a lawsuit against NPA, I agree to do so solely in the state of Montana, 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 portions shall remain in full force and effect.

Rental Details:

Units Rented:

UV08A- 2Blue UV08A-2Black UV08A-4 Blue UV08A-4Black UV21-4Black

Rental Duration:

Full Day - \$350 Half Day - \$200 Hourly - \$85/hr Multiple Day (See Below)

Date(s): _____ to _____ Rental Start Time: _____

Total Days: _____ Cost: _____ Rental Return Time: _____

Vehicle Inspection Report:

Please note any damage or things out of the ordinary before starting rental here:

Signatures:

Printed Name:

Signature:

Date:

Authorized Representative of NPA.

Date: