

# Coyote Trail Adventures L.L.C. Motorcycle Tour Agreement

## BIKE INFORMATION (COMPLETED BY RIDER)

RENTER FIRST NAME	RENTER LAST NAME	CELL PHONE #	
CURRENT HOME RESIDENCE, CITY, STATE, ZIP			
MOTORCYCLE DRIVER	DRIVER'S LICENSE #	STATE	EXP DATE
RENTER'S EMPLOYER, EMPLOYER ADDRESS (STREET, CITY, STATE, PHONE #)			

## RIDER INFORMATION (COMPLETED BY CTA)

VALID DRIVER'S LICENSE VERIFIED <input type="checkbox"/>				
INSURANCE COVERAGE FOR MOTORCYCLE BELOW VERIFIED FOR RENTAL DATES <input type="checkbox"/>				
INSURANCE COMPANY:			POLICY #:	
DEDUCTIBLE AMOUNT:				
VIN #	LICENSE PLATE	MAKE	MODEL	COLOR

CHECK OUT DATE:	CHECK OUT TIME:	CHECK IN TIME AND LOCATION (return bike)
/ /		
RATES:		
TOUR COST	_____	
TAXES (IF APPLICABLE)	_____	
TOTAL CHARGES	_____	
TOTAL RECEIVED	_____	

ACTUAL RETURN DATE AND TIME	/ /
UPON RETURN LIST DAMAGE, NEEDED REPAIRS, ETC.	_____
DEPOSIT NECESSARY TO COVER DAMAGE CHARGES	_____
<p>By signing this, the renter acknowledges the condition of the motorcycle upon return and any extra charges such as ticket fees, etc. that may have been incurred that Coyote Trail Adventures L.L.C. will incur during the rental. Renter is responsible for these additional costs plus any additional costs found in later inspection.</p>	
<b>RIDER'S SIGNATURE</b>	<b>DATE / / TIME</b>
_____	_____

## PLEASE READ AND INITIAL EACH SECTION

### Motorcycle Rental Agreement Terms and Conditions

1. Definitions. "Agreement" means all terms and conditions found in this form. "You" or "your" means the person identified as the renter, any person signing this Agreement, any Authorized Driver and any person or organization to whom charges are billed by us at its or the renter's direction. All persons referred to as "you" or "your" are jointly and severally bound by this Agreement. "We", "our" or "us" means Coyote Trail Adventures L.L.C. "Authorized Driver" means the renter and any additional driver of the motorcycle, provided that each such person has a valid driver's license and, is at least 18 years of age unless the age restriction is changed elsewhere in this Agreement. "Motorcycle" means the motorcycle identified in this Agreement and any motorcycle we substitute for it, and all its tires, tools, accessories, equipment, keys and motorcycle documents. \_\_\_\_\_

2. Rental, Indemnity and Warranties. This is a contract for the rental of the Motorcycle. We may repossess the Motorcycle at your expense without notice to you, if the Motorcycle is abandoned or used in violation of law or this Agreement. You agree to indemnify us, defend us and hold us harmless from all claims, liability, costs and attorney fees we incur resulting from, or arising out of, this rental and your use of the Motorcycle. **We make no warranties, express, implied or apparent, regarding the Motorcycle, no warranty of merchantability and no warranty that the Motorcycle is fit for a particular purpose.** \_\_\_\_\_

3. Condition and Return of Motorcycle. You must return the Motorcycle to our rental location or other location we specify, on the date and time specified in this Agreement, and in the same condition that you received it, except for ordinary wear. If the Motorcycle is returned without someone from Coyote Trail Adventures officially accepting it, you remain responsible for the loss of, and any damage to, the Motorcycle until we inspect it. Service to the Motorcycle or replacement of parts or accessories during the rental must have our prior approval. You must check and maintain all fluid levels. \_\_\_\_\_

4. Responsibility for Motorcycle Damage or Loss; Reporting to Police. Except for ordinary wear, you are responsible for: (a) physical and mechanical damage to the Motorcycle resulting from collision up to the fair market value of the Motorcycle as determined in the customary market for the sale of the Motorcycle, regardless of the cause of the damage; (b) loss due to theft of the Motorcycle up to its fair market value; (c) physical damage to the Motorcycle up to its fair market value, as determined in the customary market for the sale of the Motorcycle, resulting from vandalism occurring after, or in connection with, theft of the Motorcycle; (d) physical damage to the Motorcycle resulting from vandalism unrelated to a theft of the Motorcycle; (e) actual charges for towing, storage and impound fees paid by Coyote Trail Adventures L.L.C.; and, (f) an administrative charge that includes the cost of appraisal and all other costs and expenses incident to the damage, loss, repair, or replacement of the Motorcycle. You must report all accidents, theft and vandalism to us and the police as soon as you discover them. \_\_\_\_\_

5. Prohibited Uses. The following uses of the Motorcycle are prohibited and constitute breaches of this Agreement. The Motorcycle shall not be used by anyone other than you unless there is prior agreement noted in this contract. You will not operate the Motorcycle: (a) while under the influence of any drug or alcohol; (b) if you obtained the Motorcycle by giving us false, fraudulent or misleading information; (c) in furtherance of any illegal purpose or under any circumstance that would constitute a violation of law other than a minor traffic violation; (d) to carry a person other than you; (e) in any race, speed test or contest; (f) to carry dangerous or hazardous items or illegal materiel; (g) outside the United States, Canada or the geographic area indicated elsewhere in this Agreement; (h) when the Motorcycle's fluid levels are low, or it is otherwise reasonable to expect you to know that further operation would damage the Motorcycle; or, (i) after an accident with the Motorcycle unless and until you summon the police to the accident scene. \_\_\_\_\_

6. Insurance. You are responsible for all damage or loss you cause to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Motorcycle. Your insurance is primary to any insurance that we may provide. If we are required by law to provide liability insurance, we will provide a liability insurance policy (the "Policy") that is excess to any other available and collectible insurance whether primary, excess or contingent. The Policy will provide liability coverage with limits no higher than the minimum financial amounts required the law of the state whose laws apply to the loss. You and we reject PIP, medical payments, no-fault and uninsured and under-insured motorist coverage, where permitted by law. \_\_\_\_\_

7 Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time for the period during that you keep the Motorcycle; (b) optional products and services you purchased; (c) fuel, if you return the Motorcycle with less fuel than when rented; (d) applicable taxes; (e) all parking, traffic and toll fines, penalties, citations, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Motorcycle assessed against us or the Motorcycle, unless these expenses are our fault; (f) \$50, plus \$5/mile for every mile between the renting location and the place where the Motorcycle is returned, repossessed or abandoned, plus any additional recovery expenses we incur; (g) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (h) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; and (i) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; \_\_\_\_\_

8. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement. \_\_\_\_\_

9. Your Property. You release us, our agents and employees from all claims for loss of, or damage to, your personal property or that of any other person, that we received, handled or stored, or that was left or carried in or on the Motorcycle or in any service motorcycle or in our care, whether or not the loss or damage was caused by our negligence or was otherwise our responsibility.  
\_\_\_\_\_

10. Breach of Agreement. The acts listed in paragraph 5, above, are prohibited uses of the Motorcycle and breaches of this Agreement. You waive all recourse against us for any criminal reports or prosecutions that we take against you that arise out of your breach of this Agreement. \_\_\_\_\_

11. Modifications. No term of this Agreement can be waived or modified except by a writing that we have signed. If you wish to extend the rental period, you must return the Motorcycle to an agent of Coyote Trail Adventures L.L.C. for inspection and written amendment by us of the due-in date and time. This Agreement constitutes the entire agreement between you and us. All prior representations and agreements between you and us regarding this rental are void. \_\_\_\_\_

12. Miscellaneous. A waiver by us of any breach of this Agreement is not a waiver of any additional breach or waiver of the performance of your obligations under this Agreement. Our acceptance of payment from you or our failure, refusal or neglect to exercise any of our rights under this Agreement does not constitute a waiver of any other provision of this Agreement. Unless prohibited by law, you release us from any liability for consequential, special or punitive damages in connection with this rental or the reservation of a motorcycle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable. \_\_\_\_\_

# Coyote Trail Adventures L.L.C. Waiver of Liability Release

## Express Assumption of Risk and Indemnity Agreement

I understand and acknowledge that there are risks of personal injury, death, and property damage while participating in the activities that are the subject of this rental agreement. The risks are inherent in All-Terrain Motorcycle (ATV) and motorcycle activities; still other risks may arise from conditions, situations, or activities of which I am presently unaware. My participation is voluntary and based on my independent assessment of the risks, without reliance on representation or advice by employees or representatives of Coyote Trail Adventures L.L.C., the State of California or any other person.

*In consideration of being granted this rental agreement and the use of ATV/Motorcycle equipment,*

**I HEREBY RELEASE, WAIVE, AND RELINQUISH ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, WRONGFUL DEATH, OR PROPERTY DAMAGE AGAINST COYOTE TRAIL ADVENTURES L.L.C. AND AGAINST THE STATE OF CALIFORNIA, ITS DEPARTMENT OF PARKS AND RECREATION (STATE) ARISING AS A RESULT OF MY PARTICIPATION IN THE ATV/MOTORCYCLE ACTIVITIES OR ANY ACTIVITIES INCIDENTAL THERETO INCLUDING RESCUE ACTIVITIES; THE RELEASE APPLIES EVEN IF COYOTE TRAIL ADVENTURES L.L.C AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT I ALSO AGREE TO PROTECT, HOLD HARMLESS, DEFEND AND INDEMNIFY COYOTE TRAIL ADVENTURES L.L.C. AND STATE FROM ALL CLAIMS AND LEGAL ACTIONS FOR PERSONAL INJURY, DEATH OR PROPERTY DAMAGE ARISING FROM MY CONDUCT; THESE INDEMNITIES APPLY EVEN IF COYOTE TRAIL ADVENTURES L.L.C. AND/OR STATE IS NEGLIGENT OR OTHERWISE AT FAULT.**

I understand the effect of my signing this document is that I (1) acknowledge and assume all risk of injury, death, or property damage I might suffer while participating in the ATV/Motorcycle activities, even if it occurs as a result of negligence of Coyote Trail Adventures L.L.C. and/or State of defects in equipment, (2) absolute and release Coyote Trail Adventures L.L.C. and State from the consequences of their negligence, including without limit, rescue efforts, and defects of equipment, and (3) will protect, hold harmless, indemnify and defend Coyote Trail Adventures L.L.C. and State against any legal actions or other claims for damages arising from my actions.

**I UNDERSTAND THAT I AM FORFEITING IMPORTANT LEGAL RIGHTS AND INCURRING IMPORTANT LEGAL RESPONSIBILITIES.**

I understand that certain minimum skills, capabilities, physical and mental health, and fitness are required in order to participate in dangerous activities such as ATV/Motorcycle activities, I warrant that I possess these. I understand and agree that should emergency rescue evacuation become necessary, these expenses are my sole responsibility and not those of Coyote Trail Adventures L.L.C. and/or State or any other public or private entity.

I warrant that I am executing this agreement voluntarily and that neither Coyote Trail Adventures L.L.C. nor the State has made any representations to induce or coerce me to sign this document. I agree that the terms of this document bind me, my heirs, assigns, executors, and administrators, and expressly and specifically protect Coyote Trail Adventures L.L.C. and State including, as applicable, their heirs, employees, officers, directors, and shareholders.

\_\_\_\_\_ I realize the importance of wearing a helmet. A helmet must be worn at all times by state law.  
\_\_\_\_\_ I understand that this activity may result in severe injury, including but not limited to spinal, head injury or even death.  
\_\_\_\_\_ I understand that this activity may result in hazards posed by other motorcycles and traffic or road conditions.  
\_\_\_\_\_ Coyote Trail Adventures L.L.C. staff have answered any questions I had.

\_\_\_\_\_  
Home Address

\_\_\_\_\_  
Date

**I HAVE READ THIS RELEASE**

**I HAVE READ THIS RELEASE**

\_\_\_\_\_  
Signature of Motorcycle Rider who will operate the Motorcycle

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
under 18? Y/N

**I HAVE READ THIS RELEASE**

**I HAVE READ THIS RELEASE**

\_\_\_\_\_  
Signature of parent or guardian for participants under the age of 18

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Name and Telephone of person to contact for emergencies

**CREDIT CARD INFORMATION**

VISA     MC     AMX

<p><b>CREDIT CARD NUMBER:</b> _____</p> <p><b>NAME AS IT APPEARS ON CREDIT CARD:</b> _____</p> <p><b>EXPIRATION DATE:</b> _____</p> <p><b>CCS CODE:</b> _____</p> <p><b>BILLING ADDRESS (street, city, state, zip) – if different from home address on page 1:</b></p> <p>_____</p>
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**By signing below, you agree to the terms and conditions of this Agreement (5 pages total), and you acknowledge that you have been given an opportunity to read this Agreement before being asked to sign. Your signature below authorizes us to process a separate credit/debit card voucher transaction in your name for ANY rental charges that are above and beyond what has already been paid as described in the original contract agreement.**

**Your Signature** \_\_\_\_\_