

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

## BIKE INFORMATION (COMPLETED BY RIDER)

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

## RIDER INFORMATION (COMPLETED BY CTA)

VALID MOTORCYCLE DRIVER'S LICENSE VERIFIED	<input type="checkbox"/>			
VIN #				
LICENSE PLATE	MAKE	MODEL	YEAR	COLOR

CHECK OUT DATE AND TIME: / /	CHECK IN DATE AND TIME: / /
<b>RATES:</b>	
TOUR COST	_____
OTHER CHARGES	_____
TOTAL RECEIVED	_____

<p><b>Motorcycle Damages:</b> UPON RETURN LIST DAMAGES, NEEDED REPAIRS, ETC.</p> <p>_____</p> <p>_____</p> <p>FUNDS NECESSARY TO COVER DAMAGE CHARGES _____</p> <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> <p><b>RIDER'S SIGNATURE</b> _____ <b>DATE</b> / / <b>TIME</b></p>
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## 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. \_\_\_\_\_

## PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Coyote Trail Adventures, LLC, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "CTA"), I hereby agree to release, indemnify, and discharge CTA, 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 the guided motorcycle tour 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:** accidents involving other motorcycles or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; accidents can occur getting on or off, I can be jolted, jarred, bounce, slipping and falling and shaken about during ride; major injuries are a risk as are burns, bruises and sprains; musculoskeletal injuries including head, neck, and back injuries, concussions; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; collisions, and flipping over; the machine itself may fail; the negligence of other participants or persons who may be present; damage to equipment or personal injury; exhaustion; insect bites; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; condition of roads, terrain, or highways and accidents connected with their use; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity.

Furthermore, CTA employees 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. Additionally, I agree to wear a Department of Transportation (DOT) approved helmet during all motorized activities.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless CTA 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 CTA's equipment or facilities, **including any such claims which allege negligent acts or omissions of CTA.**
4. Should CTA 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 CTA, I agree to do so solely in the state of California, 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 CTA on the basis of any claim from which I have released them herein.**

**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.**

Print Name \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_

State \_\_\_\_\_ Zip \_\_\_\_\_ Email \_\_\_\_\_

Signature of Participant \_\_\_\_\_ Date \_\_\_\_\_

**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>
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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** \_\_\_\_\_