

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 #)			

Emergency Contact _____
Relationship _____
Contact number(s) _____
Any special instructions for first responders? Allergies, medical conditions, etc?

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 (non-tour or leave tour). 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 (unless you purchase Coyote Trail Adventures L.L.C. damage protection up to \$750); 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. We are required by law to provide liability insurance, we 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 without a tour; (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. 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.

9. 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. _____

10. 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. _____

11. 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. _____

PROTECTIVE RIDING HEADGEAR REFUSAL AGREEMENT

I, the undersigned, have been fully warned and advised by Coyote Trail Adventures, LLC (hereinafter collectively referred to as "CTA"), that I should wear a properly fitted and secured helmet while riding or being around Motorcycles (whether on the premises or off of the CTA'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 CTA 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.

I, the undersigned, have read the foregoing statement carefully before signing and do understand its warning.

Name of Rider

Signature of Rider

Date

PARTICIPANT AGREEMENT, RELEASE AND ASSUMPTION OF RISK

In consideration of the services of Coyote Trail Adventures, LLC, their agents, owners, officers, volunteers, 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 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: slipping and falling; 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; jolted, jarred, bounced, and shaken about during ride; major injuries are a risk as are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; 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; 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; transmissible pathogen or disease; Traveling to and from activity locations raises the possibility of any manner of transportation accidents.

Furthermore, CTA 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 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 also agree that this document is valid for subsequent visits and participation at CTA. 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 _____ DOB _____ Phone Number _____

Address _____ City _____

State _____ Zip _____ Email _____

Signature of Participant _____ Date _____