**Alberta Rides**

DIRT BIKE RENTAL AGREEMENT

**ASSUMPTION OF RISK, RELEASE, INDEMNITY AND HOLD HARMLESS**

Please read carefully before signing:

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, in consideration of the services of Alberta Rides, their agents, owners, employees, and all other persons or entities acting in any capacity on their behalf of myself, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I understand and acknowledge that dirt biking is a hazardous activity and entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated by Alberta Rides without jeopardizing the essential qualities of this activity.

The risks include among other things: falling, collision with other off road vehicles, striking obstructions or other person, unsafe speed of travel for conditions, equipment failure, and weather conditions including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration).

2. I agree and knowingly, intelligently and voluntarily agree 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.

3. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ hereby agree to defend, protect, indemnify and hold harmless Alberta Rides from, all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, in any way connected with, or resulting from my participation in this activity or my use of the leased equipment, including without limitation the possession, use, operation, or return of the equipment, including any such claims which allege negligent acts or omissions on the part of Alberta Rides.

4. Should Alberta Rides 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 understand and agree that any insurance coverage I maintain, whether liability, causualty, personal or health, shall constitute the primary coverage in the event of any loss, injury, death or damage to person or property while using or operating Alberta Rides equipment. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY WAIVES THE RIGHT LESSEE OR ITS AGENTS, MAY HAVE TO A TRIAL BY JURY IN RESPECT TO ANY LITIGATION BASED HEREON OR ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY COURSE OF CONDUCT, COURSE OF DEALING, STATEMENTS (WHETHER VERBAL OR WRITTEN) OR ACTIONS OF ANY PARTY RELATING TO THE SUBJECT MATTER OF THIS AGREEMENT. THIS PROVISION IS A MATERIAL INDUCEMENT FOR THE PARTIES TO ENTER INTO THIS AGREEMENT.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ HEREBY KNOWINGLY, INTELLIGENTLY AND VOLUNTARILY ASSUMES ALL RISK, RESPONSIBILITY AND LIABILITY FOR: (a) OPERATION AND POSSESSION OF THE RENTAL PROPERTY; (b) ANY BODILY INJURY OR DEATH TO ANY PERSON, OR PROPERTY DAMAGE TO ANY PROPERTY, DUE TO LOPERATION OR POSSESSION OF THE RENTAL PROPERTY; AND (C) ANY NEGLIGENCE OF Alberta Rides, ITS AGENTS, EMPLOYEES, OFFICERS, PARTNERS, PARENT COMPANY, SUCCESSORS AND/OR ASSIGNS.

I, the undersigned lessee, by my signature below, hereby represent, warrant, and affirm that: (a) I am mentally competent to enter into this Agreement; (b) I have carefully read this Agreement and fully understand all terms, conditions, and provisions herein; (c) I understand that I am legally bound by this Agreement; and (d) I am assuming all liability for possession and operation of the rental property and I assume all such risk and liability voluntarily, intelligently, and knowingly.

**LESSEE’S PARTICIPATION AND RENTAL TERMS**

1. I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by my signature below, agree to be bound by all the following provisions relating to the use of Alberta Rides equipment (“Dirt Bike”).

**2.** **Authorized Drivers/Prohibition on Passengers**

A. No other person may drive or otherwise operate the Dirt Bike except the Lessee.

B. Lessee is prohibited from carrying any passengers on the Dirt Bike at any time. Lessee may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars at any time.

C. Lessee is prohibited from pulling or towing any passenger or object with the Dirt Bike at any time.

**3.** **Dirt Bike Return**

Lessee agrees to return the Dirt Bike to Alberta Rides in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and time and at the location specified by Albert Rides at time of rental. Lessee agrees to return the Dirt Bike sooner if so demanded by Alberta Rides. Lessee understands that there may be rate or special charges if Lessee returns the Dirt Bike at a different time, date, or location than indicated in this Agreement.

**4.** **Repossessing the Dirt Bike**

Alberta Rides may repossess the Dirt Bike at any time if: (I) the Dirt Bike is used in violation of law; (2) it appears the Dirt Bike is abandoned, (3) the Dirt Bike is used in violation of any term or condition in this Agreement, (4) Lessee made a misrepresentation Alberta Rides, or (5) Lessee fails to return the Dirt Bike when due. Alberta Rides is not required to notify Lessee in advance of repossession.

**5. Prohibited Use of the Dirt Bike.**

Lessee will not operate Dirt Bike except within the bounded area and will not remove Dirt Bike from this area. Lessee will not use or permit the Dirt Bike to be used for hire, to be operated in a test, race or contest. Lessee will not use or permit the Dirt Bike to be used for an illegal purpose, including the transportation of a controlled substance or contraband. A violation of this paragraph automatically terminates the rental and makes Lessee liable to Alberta Rides for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

**6. Damage to Dirt Bike**

Lessee shall pay Company for all losses and/or damage to the Dirt Bike, regardless of fault (e.g. Lessee agrees to pay for the loss even though someone else caused the damage or is at fault). Lessee is also responsible for all theft or vandalism losses, even if Lessee is not at fault for making the theft or vandalism possible. If the Dirt Bike is damaged, Lessee agrees to pay the reasonable costs of repair and diminution in value, if any. If the Dirt Bike is damaged beyond reasonable repair (as determined by Alberta Rides), Lessee shall be responsible for the retail fair market value less any salvage value if applicable. In addition to the above, Lessee shall also be responsible for the reasonable down time ("Loss of Use"), reasonable administrative fee as determined by Alberta Rides or specified by law, plus any towing, pick-up and/or storage charges. In the event of theft, Lessee shall be responsible for paying Loss of Use at the daily rate for each 24 hours Lessee delays in paying the total loss. Lessee is also responsible for any loss if Lessee: (I) abuses the Dirt Bike or violates any prohibited use or operation as specified in this Agreement; (2) drives recklessly; (3) drives while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and Alberta Rides; (5) fails to complete an accident report; (6) obtains the Dirt Bike through fraud or misrepresentation; or (7) uses the Dirt Bike for an illegal purpose. Lessee authorizes Alberta Rides to collect from a responsible third party any applicable loss and/or damage. In the event Alberta Rides obtains a recovery from a third party after Lessee has paid Alberta Rides for all or part of any loss, Company will refund to Lessee any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorneys' fees.

**7. Accidents**

I understand and agree that any applicable insurance coverage I maintain, whether liability, personal or health, shall be deemed the primary coverage in the event of any loss, injury, death or damage to person or property while I use or operate Alberta Rides equipment.

A. Third Party Claims. Alberta Rides is not responsible if Lessee causes injury to another person or if Lessee damages another Dirt Bike, vehicle or personal property of another. Lessee agrees to protect, defend, indemnify, hold harmless Alberta Rides and pay any claim, including attorneys’ fees, brought by a third party arising out of Lessee's use of the Dirt Bike and for any liability associated with any personal accident/injury as a result of Lessee's use of the Dirt Bike.

B. Lessee Assumes Risk of Injury. Lessee knowingly, intelligently and voluntarily assumes all risks, including but not limited to death or serious bodily injury, which may result front he operation of the Dirt Bike. Lessee acknowledges all the risks of operating a Dirt Bike on dirt roads, and dirt bike paths including but not limited to the risks of serious bodily injury or death from falling off the Dirt Bike, colliding with other Dirt Bikes, or off road motor vehicles or other objects, hitting potholes, or suffer sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, and hazards relating to weather conditions. Despite knowing all associated risks, Lessee freely assumes all risks of personal injury and/or damage in the operation of this Dirt Bike and Lessee agrees to hold Alberta Rides harmless from all claims of injury or damage.

**8. Payment**

Lessee agrees to pay upon demand:

A. All rates, charges, (including those applicable to miscellaneous services and equipment), plus applicable taxes, fees, and surcharges (if applicable), which may apply to the Dirt Bike rental.

B. Charges for loss and/or damage to the Dirt Bike in accordance with paragraph 6. Lessee understands that all charges are not final and are subject to audit. Lessee specifically agrees and authorizes Alberta Rides to make any charges by the method of payment used by Lessee at time of reservation and/or rental, including Lessee’s credit card if that form of payment is utilized.

**9. Credit Reserve and Payment**

Lessee understands that Lessee must deposit an amount (to be used against the final bill) equal to the estimated total charge for the Dirt Bike rental at the rates indicated in this Agreement. Lessee authorizes Alberta Rides to place any amount(s) due from Lessee as a result of the Dirt Bike rental on to Lessee's credit card, if that form of payment is utilized.

**10. General Provisions**

A. Lessee represents that the information contained in this Rental Agreement is true, accurate, and complete. In the event that any information is not true, accurate or complete in any respect, Lessee agrees that Alberta Rides has the right to terminate this Agreement with or without notice.

B. Lessee agrees that Lessee will be responsible for any unauthorized repairs or modifications to the Dirt Bike. Lessee understands that Alberta Rides will not reimburse Lessees for any authorized repairs without receipt(s).

C. Lessee understands that in no event shall Lessee be deemed to be an agent, servant, or employee of Alberta Rides in any manner for any purpose whatsoever. Lessee agrees that Alberta Rides does not waive any rights under this agreement except in writing signed by Company officer.

.

(Signature of **participant** or if under 18 guardian)

**Parental Consent, Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement**

**Honda Junior Red Rider Program**

Description of program or event

IN CONSIDERATION of my minor child (“the minor”) being permitted to participate in any way in the EVENT(S) and/or being permitted to enter for any purpose any RESTRICTED AREA(S) (defined to be any area which requires special authorization, credentials or permission to enter or any area to which admission by general public is restricted or prohibited), I agree:

1. I know the nature of the EVENT(S) and the minor’s experience and capabilities, and believe the minor to be qualified to participate in the Event(s). I will inspect the premises, facilities, and equipment to be used, or with which the minor may come in contact. IF I OR THE MINOR BELIEVE ANYTHING IS UNSAFE, I WILL INSTRUCT THE MINOR TO IMMEDIATELY LEAVE THE RESTRICTED AREA AND REFUSE TO PARTICIPATE FURTHER IN THE EVENT(S).
2. I FULLY UNDERSTAND and will instruct the minor that: (a) THE ACTIVITIES OF THE EVENT(S) ARE VERY DANGEROUS and participation in the event(s) and/or entry into the restricted areas involves RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these risks and dangers may be caused by the minors own actions, or inactions, the actions or inactions of others participating in the Event(s), the rules of the event(s), the condition and layout of the premises and equipment, or THE NEGLIGENCE OF THE “RELEASEES” NAMED BELOW; (c) there may be OTHER RISKS NOT KNOWN TO ME or that are not readily foreseeable at this time; (d) THE SOCIAL AND ECONOMIC LOSSES and/or damages that could result from those Risk(s) COULD BE SEVERE AND COULD PEMMANENTLY CHANGE THE MINORS FUTURE.
3. I consent to the Minor’s participation in the Event(s) and/or entry into the restricted areas and HERBY ACCEPT AND ASSUME ALL SUCH RISKS, KNOWN AND UNKNOWN, AND ASSUME ALL THE RESPONSIBILITY FOR THE LOSSES, COSTS AND/OR DAMAGES FOLLOWING SUCH INJURY, DISABILITY, PARALYSIS, OR DEATH, EVEN IF CAUSED, IN WHOLE OR IN PART, BY THE DEGLIGENCE OF THE “RELEASEEES” NAMED BELOW.
4. I HERBY RELEASE, DISCHARGE AND COVENANT NOT TO SUE the promoters, participants, racing associations, sanctioning organizations or any subdivision thereof, track operators, track owners, officials, car owners, officials, car owners, drivers, pit crews, rescue personal, any persons in any restricted area, promoters, sponsors, advertisers, owners and lessees of premises used to conduct the Event(s), premises or event inspectors, surveyors, underwriters, consultants and other persons or entities who give recommendations, directions, or instructions or engage in risk evaluation or loss control activities regarding the premises or Event(s) and each of them, their directors, officers, agents, and employees, all for the purpose herein referred to as “Releasees” FROM ALL LIABILITY TO ME, THE MINOR, my and the minor’s personal representatives, assigns, heirs, and next of kin, FOR ANY AND ALL CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON ACCOUNT OF ANY INJURY TO ME OR THE MINOR, including, but not limited to, death or damage to property, CAUSED OR ALLEGED TO BE CAUSED, IN WHOLE OR IN PART, BY THE NEGLIGENCE OF THE “RELEASEES” OR OTHERWISE.
5. If, despite this release, I, the Minor, or anyone on the Minor’s behalf, makes a claim against any of the “releases” named above, I AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS THE RELEASEES and each of them from ANY LITIGATION EXPENSES, ATTORNEY FEES, LOSS, LIABILITY, DAMAGE, OR COST THEY MAY INCUR DUE TO THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.
6. I hereby consent to the use of the minor’s name, voice and/or photograph, without compensation, in any future publicity carried out by Honda in connection with this Event(s).
7. I understand that any personal information collected from me or the Minor may be used by Honda and its related companies, their dealers and service providers to communicate marketing, product and service information to me.
8. I sign this agreement on my own behalf and on behalf of the Minor.

**I HAVE READ THIS PARENTAL CONSENT, RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,** **AND INDEMNITY AGREEMENT, UNDERSTAND THAT BY SIGNING IT I GIVE UP SUBSTANTIAL RIGHTS I AND/OR THE MINOR WOULD OTHEWISE HAVE TO RECOVER DAMAGES FOR LOSSES OCCASIONED BY THE RELEASEEES’ FAULT, AND SIGN IT VOLUNTARILY AND WITHOUT INDUCEMENT**

. .

SIGNATURE OF PARENT OR GAURDIAN DATE: MM/DD/YYYY

.

NAME AND AGE OF PARTICIPANT