

SUN BUGGY

RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

PLEASE READ CAREFULLY BEFORE SIGNING, THIS IS A RELEASE OF LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS

In consideration of the use of the Sun Buggy motor vehicle I, the Renter/Lessee, agree to and understand the following.

I agree to use my best efforts to have fun and be as safe as possible while enjoying use of the Sun Buggy.

I WILL READ THIS ENTIRE WAIVER, AND IF I AM UNSURE OR UNCLEAR AS TO ANY PART OF THE WAIVER, I WILL NOT SIGN THE WAIVER, AND THAT I HAVE THE OPPORTUNITY TO HAVE IT REVIEWED AND/OR EXPLAINED TO ME BY AN ATTORNEY OF MY CHOOSING PRIOR TO SIGNING IT.

BY SIGNING THIS WAIVER, I AM EXPRESSLY WAIVING AND GIVING UP ANY CLAIMS FOR DAMAGES, FOR PAYMENT OF MEDICAL BILLS, OR FOR OTHER COMPENSATION AGAINST AND FROM SUN BUGGY OR ITS EMPLOYEES ARISING FROM ANY INJURIES I SUSTAIN OR DAMAGES I CAUSE WHILE USING A SUN BUGGY VEHICLE, INCLUDING INJURIES THAT MAY BE CAUSED BY THE NEGLIGENCE OF SUBN BUGGY OR ITS EMPLOYEES; IN ORDER TO USE SUN BUGGY VEHICLE, I AM ASSUMING ALL RISKS IN CONNECTION WITH SUCH USE, KNOWN AND UNKNOWN, OF INJURY AND/OR DEATH.

Sun Buggy rents recreation vehicles for use on approved and legal pathways and roads. Driving can be an inherently dangerous activity that involves risks, both known and unknown, that can result in minor injuries, severe and catastrophic injuries, paralysis, and death (Collectively "injuries"). This is especially true in locations the driver or operator is not familiar with.

Events that can cause these injuries include, but are not limited to, my negligence, negligence of others, my failure to follow Sun Buggy rules, falling from the vehicle, inattentive or improper driving, another vehicle colliding with me, me losing control of the vehicle, improperly maintained roads and pathways, failing to wear appropriate safety belts, helmets, or other equipment and safety equipment worn or adjusted improperly.

I agree to release and forever discharge Sun Buggy and its members, employees, agents, independent contractors, volunteers, representatives, sponsors, equipment manufacturers and suppliers (the "Released Parties") from any and all claims, actions, liabilities, damages, suits, and expenses, including attorney's fees and costs (collectively "Claims") in connection with any injuries or damages I may sustain while using Sun Buggy's vehicles or equipment, even if those injuries are caused in whole or in part by the negligence (but not gross negligence or reckless conduct) of the Released Parties. I agree that this waiver is binding on my heirs, successors, assigns, next of kin, spouse, children, parents, and Estate.

I freely and voluntarily agree personally to assume the risk for any injuries I may sustain while using Sun Buggy vehicles and equipment. I agree that my assumption of the risk is binding on my heirs, successors, assigns, representatives, executors, next of kin, spouse, children, parents, and Estate. My assumption of the risk of injury is for all risks, whether known, unknown, unanticipated, or unforeseeable.

I agree to indemnify, reimburse, and hold harmless the Released Parties for Claims against the Released Parties, which includes all expenses and the attorneys' fees incurred by the Released Parties defending the Claims, in connection with or arising out of the use of Sun Buggy vehicles, brought by me or on my behalf, brought by a family member or minor accompanying me, or brought by someone I am driving with arising out of an injury caused in whole or in part by my negligence.

I agree to immediately report any injuries or damages to Sun Buggy staff that I or anyone I am travelling with sustain while using Sun Buggy vehicles.

I agree and represent that I have insurance to cover and pay for the treatment of any injuries I may sustain while using Sun Buggy vehicles or equipment, and if I do not have such insurance, I agree to obtain, pay and be solely responsible for the costs of medical treatment of any such injuries myself.

I AGREE THAT BEFORE DRIVING OR OPERATING A SUN BUGGY VEHICLE, I WILL READ AND UNDERSTAND ALL SUN BUGGY'S RULES, AND I AGREE TO FOLLOW ALL RULES. It is absolutely forbidden for anyone who has consumed any drugs or alcohol to operate, drive or control a Sun Buggy vehicle. I agree that if I have consumed any drugs or alcohol, I will not operate, drive or control the Sun Buggy vehicle.

This Waiver is governed by the laws of _____. If I initiate any legal action against any of the Released Parties, I agree that it will be filed in _____.

If any part of this Waiver is found to conflict with _____ law and unenforceable, it shall not affect the enforceability of the remainder of the Waiver.

I AM AT LEAST 18 YEARS OF AGE. 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.

NAME: _____ DOB: _____

ADDRESS: _____

PHONE: _____ EMAIL: _____

EMERGENCY CONTACT: _____

Signature: _____ Date: _____