

Snowmobile Vehicle 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 on the reverse, 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 the independent business named on the reverse side of this Agreement. "Authorized Driver" means the renter and any additional driver listed by us on this Agreement, provided that each such person has a valid all terrain vehicle driver's license and, is at least 25 years of age unless the age restriction is changed by us elsewhere in this Agreement. "Vehicle" means the all terrain vehicle identified in this Agreement and any vehicle we substitute for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "Physical Damage" means damage to, or loss of, the Vehicle caused by collision or upset; it does not include comprehensive damage, such as damage to, or loss of, the Vehicle due to theft, vandalism, act of nature, riot or civil disturbance, hail, flood or fire. "Loss of use" means the loss of our ability to use the Vehicle for any purpose due to damage to it or loss of it during this rental. Loss of use is calculated by multiplying the number of days from the date the Vehicle is damaged until it is repaired or replaced, times the daily rental rate.
2. Rental, Indemnity and Warranties. This is a contract for the rental of the Vehicle. We may repossess the Vehicle at your expense without notice to you, if the Vehicle 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 Vehicle. **We make no warranties, express, implied or apparent, regarding the Vehicle, no warranty of merchantability and no warranty that the Vehicle is fit for a particular purpose.**
3. Condition and Return of Vehicle. You must return the Vehicle to our rental office 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 Vehicle is returned after closing hours, you remain responsible for the loss of, and any damage to, the Vehicle until we inspect it upon our next opening for business. Service to the Vehicle 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 Vehicle Damage or Loss; Reporting to Police. You are responsible for all damage to the Vehicle, including damage caused by weather, acts of god or terrain conditions. You are responsible for the cost of repair, or the actual cash retail value of the Vehicle on the date of the loss if the Vehicle is not repairable or if we elect not to repair it, whether or not you are at fault. You are responsible for theft of the Vehicle, loss of use, diminished value of the Vehicle caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not you are at fault. You must report accidents or incidents of theft and vandalism to us and the police as soon as you discover them.
5. 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 Vehicle. 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.
6. Charges. You will pay us, or the appropriate government authorities, on demand all charges due us under this Agreement, including: (a) time and mileage for the period during that you keep the Vehicle, or a mileage charged based on our experience if the odometer is tampered with or disconnected; (b) charges for additional drivers; (c) optional products and services you purchased; (d) fuel, if you return the Vehicle with less fuel than when rented; (e) applicable taxes; (f) all parking, traffic and toll fines, penalties, forfeitures, court costs, towing, storage and impound charges and other expenses involving the Vehicle assessed against us or the Vehicle; if you fail to pay the charging authority for parking or toll violations, you agree to pay us for those charges, plus our administrative fee of \$50 for each such violation; (g) all expenses we incur in locating and recovering the Vehicle if you fail to return it or if we elect to repossess the Vehicle under the terms of this Agreement; (h) all costs, including pre- and post-judgment attorney fees, we incur collecting payment from you or otherwise enforcing our rights under this Agreement; (i) a 2% per month late payment fee, or the maximum amount allowed by law (if less than 2%), on all amounts past due; (j) \$50 or the maximum amount permitted by law, whichever is greater, if you pay us with a check returned unpaid for any reason; and (k) a reasonable fee not to exceed \$150 to clean the Vehicle if returned substantially less clean than when rented.
7. Deposit. We may use your deposit to pay any amounts owed to us under this Agreement.
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 Vehicle or in our offices, 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 Vehicle 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 Vehicle to our rental office for inspection and written amendment by us of the due-in date. 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 vehicle. If any provision of this Agreement is deemed void or unenforceable, the remaining provisions are valid and enforceable.
12. A credit card will be charged in the amount of **\$2,500.00** (Two Thousand, Five Hundred Dollars) prior to leaving Saratoga Resort & Spa. We will hold this amount until our machine has been returned and inspected. This amount will be credited back to the provided credit card upon return of an undamaged machine. The undersigned agrees to authorize Saratoga Resort & Spa to charge the credit card listed on the reverse for any and all damage for which he/she is responsible.

**SNOWMOBILE AND ACTIVITY WAIVER AND RELEASE &
INDEMNITY AGREEMENT**

I _____, on behalf of myself and any child (listed below if applicable), for whom I am a parent or legal guardian, in consideration of being permitted to participate in the snowmobile or other recreational activities, of any nature, provided by INTERNATIONAL RESORT PROPERTIES, dba SARATOGA RESORT & SPA, which together with its officers, shareholders, employees, agents, insurers, representatives or affiliates, is referred to as the "Released Parties."

I understand the activity or activities in which I/we elect to participate are inherently dangerous and may cause serious or grievous injuries, death or loss or damage to property. I understand that certain risks, dangers and injuries may be caused by foreseen or unforeseen circumstances that exist, including, but not limited to, inclement weather, slipping, falling, skill level, physical conditioning, carelessness, horseplay, premises defects, or equipment. .

To the maximum extent permitted by law, on behalf of myself, and any child listed below, as well as heirs, estates, successors, assigns and next-of-kin of myself or any child, I waive all claims, of any nature, known or unknown, including, but not limited to, claims for personal or property damages, injuries or death, whether direct or consequential, sustained by me or any child that I or any child may have against the Released Parties.

By signing this document, I assume any risk and take full responsibility for any and all such damages, personal injury, or death arising out of any activity provided by the Released Parties. On behalf of myself and any child, I agree to indemnify and hold harmless the Released Parties from all claims, of any nature, by third parties or otherwise arising out of any activity provided by the Released Parties. I agree to be responsible for all costs, including attorney fees, incurred by any of the Released Parties in enforcing this Waiver and Release & Indemnity Agreement or defending any claim.

This Waiver and Release & Indemnity Agreement contains the entire agreement of the parties and supersedes all prior or oral representations or agreements relating to the subject matter herein. This Waiver and Release & Indemnity Agreement may be waived, altered, amended or repealed in whole or in part only upon the written consent of all parties. The provisions of this Waiver and Release & Indemnity Agreement will continue in full force and effect after the termination of the activity or activities provided by the Released Parties. If any provision of this Waiver and Release & Indemnity Agreement is found to be unenforceable or invalid, all other provisions shall nevertheless continue in full force and effect.

THE RELEASED PARTY GRANTS NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE FITNESS, SUITABILITY, CONDITION, OR SAFETY OF THE PROPERTY, VEHICLES, EQUIPMENT OR ANIMALS INVOLVED IN ANY ACTIVITY OR ACTIVITIES IN WHICH I OR ANY CHILD ELECT TO PARTICIPATE.

I have read, understand and fully agree to the terms of this Waiver and Release & Indemnity Agreement. I understand that by signing this document, I have given up considerable future legal rights. I sign this document voluntarily and under no duress or threat of duress without inducement, promise or guarantee being communicated to me. I am 18 years of age or older and am mentally competent to execute this document.

If applicable: The following is a complete list of each child under the age of 18, of whom I am the parent or legal guardian, who will be participating in the activity or activities provided by the Released Parties. I have satisfied myself that each child listed below has the necessary skills to participate in the activity or activities.

Printed Name of Child

Signature of Adult

Date

Printed Name of Adult