

RENTAL AGREEMENT AND WAIVER OF LIABILITY

The undersigned hereby rent from Wildman Ranch (Neumann Adventures, LLC) the following described snowmobile or equipment for a limited period of time, upon the following terms and conditions.

RENTER AND EQUIPMENT INFORMATION

Full Name _____ Drivers License Number _____ Date of Birth _____

Residence Address _____ City _____ State _____ Zip Code _____

Home Telephone Number _____ Work Telephone Number _____ Cellular Phone Number _____

NO WARRANTY – INHERENTLY DANGEROUS ACTIVITY – NO INSURANCE PROVIDED

Wildman Ranch (Neumann Adventures, LLC) makes no warranty of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability, or fitness for any particular purpose of any vehicle or equipment covered by this agreement. I (We), the undersigned, accept any vehicle or other equipment provided by Wildman Ranch (Neumann Adventures, LLC) in its "as is" condition with all faults. I (We) hereby acknowledge that riding SNOWMOBILE's with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or oneself. Wildman Ranch (Neumann Adventures, LLC) does not provide medical insurance and advises that serious injuries can be financially devastating. I (We) personally accept all risks and liabilities of this activity. It has been explained to me (us) and I (we) understand that by executing this document I (we) am giving up important legal rights. It is my (our) further intention to give up those rights and in good faith to relieve and release Wildman Ranch (Neumann Adventures, LLC) of any duty legally owed to me in relation to the conduct of this activity.

| Equipment Rented | Date |
|------------------|------|
| Snowmobile | |
| Helmet | |

TERMS AND CONDITIONS – READ THIS CAREFULLY

- Limitation of Use and responsibility for Loss or Damage.** I agree that only the persons signing or otherwise identified in this agreement will operate the rented snowmobile(s), other vehicle(s) or equipment and that passengers will not be carried on any snowmobile not designed for such use. No drivers under the age of 18 years will be permitted to ride under any circumstances. Should any undersigned person, any minor under my control or any person with permission of any undersigned operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such vehicle or equipment, I agree to be personally liable and financially responsible for all loss of and damage caused to any snowmobile, other vehicle or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit. **I AGREE TO PAY FOR ALL SUCH LOSS AND/OR DAMAGE.** I also agree to pay for the loss of use of any snowmobile or other vehicle covered by this agreement damaged by myself or other riders, at the full day rental rate for each day from the date of damage until the vehicle is repaired and replaced in rental service, not to exceed 14 days. I hereby authorize Wildman Ranch (Neumann Adventures, LLC) to charge y credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges that I may incur under the terms of this agreement. **All rentals require a credit card authorization of \$500.00 per machine on a valid credit card.**
- Assumption of Risk.** I expressly and voluntarily assume all risk and liability for the loss or damage to any snowmobile or other equipment obtained from Wildman Ranch (Neumann Adventures, LLC) for death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified SNOWMOBILE or any other SNOWMOBILE and/or equipment received or obtained from Wildman Ranch (Neumann Adventures, LLC).
- Waiver and Release of Claims.** I, the undersigned, on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest, now and forever waive, release and discharge Wildman Ranch (Neumann Adventures, LLC), its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that in any manner arise from or relate to the rental, use and /or operation, condition or possession of the above referenced SNOWMOBILE and any other SNOWMOBILE or other equipment received and/or obtained from Wildman Ranch (Neumann Adventures, LLC). This waiver and release extends to and includes any and all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. I represent and warrant that I have considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and I voluntarily assume that risk as part of this agreement.
- Covenant Not to Sue.** I agree and covenant on behalf of myself, my children and any minor for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against Wildman Ranch (Neumann Adventures, LLC) or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Wildman Ranch (Neumann Adventures, LLC) and its shareholders, directors, officers, employees, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced SNOWMOBILE or any other SNOWMOBILE or equipment received and/or obtained from Wildman Ranch (Neumann Adventures, LLC). This covenant applies and extends to any and all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future.
- Indemnification.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Wildman Ranch (Neumann Adventures, LLC), its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use and/or operation, condition or possession of the above referenced snowmobile or any other snowmobile or other equipment received or obtained from Wildman Ranch (Neumann Adventures, LLC). The undersigned likewise shall indemnify Wildman Ranch (Neumann Adventures, LLC), its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.
- Partial Invalidity/Choice of Law.** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the State of Wisconsin.
- Expenses of Enforcement.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorneys fees and all costs and expenses incurred in pursuit thereof.
- Entire Agreement, No Oral Modifications.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized corporate representative of Wildman Ranch (Neumann Adventures, LLC), the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

Dated: _____ RENTER / OPERATOR / PARENT / ADDITIONAL RIDER

PRINT NAME _____ AGE _____ SIGNATURE _____

PRINT NAME _____ AGE _____ SIGNATURE _____