Waiver of Liability Release

Each of the undersigned acknowledge and agree as followed NO WARRANTY – INHERENTLY DANGEROUS ACTIVITY

Full Access Tahoe makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacturer, safety, drive ability, or fitness for any particular purpose of any vehicle or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or equipment provided by Full Access Tahoe in its "As is" condition with all faults. The undersigned here by acknowledge that riding UTVs in the sand dunes, deserts, and forests of California and Nevada with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. Full Access Tahoe urges any renter and other riders to have medical insurance prior to engaging in this activity. The undersigned and all additional riders personally accept all risks and liability of this activity. It has been explained to the undersigned and I understand that by executing this document I'm giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release Full Access Tahoe of any duty legally owed to me in the relation to the conduct of this activity

TERMS AND CONDITIONS – READ THIS CAREFULLY

1. **_____ RULES OF OPERATION.** I agree to follow and be bound by the UTV Operation Rules and Regulations and made part of this agreement.
2. **_____ LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** I agree that only the person signing or otherwise identified in this agreement will operate the rented UTV(s), other vehicle(s), or equipment and that other passengers will not be carried on any UTV. Riders under the age of 18 years must provide Full Access Tahoe with a written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other person with permission of any undersigned operate any above referenced vehicle or equipment in such a manor or fail to exercise adequate care of the same as in 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 UTV, or 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 OR DAMAGE. I also agree to pay for the loss of use of any UTV or vehicle covered by this agreement damaged by myself or others, at the daily rentals rate from the date of damage until repaired and replaced in rental service, not to exceed 14 days , I hereby authorize Full Access Tahoe to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges I may incur under the terms of this agreement.
3. **_____ ASSUMPTION OF RISK.** I expressly and voluntarily assume all risk and liability for the loss or damage to any UTV or equipment obtained from Full Access Tahoe, for the death or injury to any person or property for all other risks and liabilities arising from the use, condition and possession of the above identified UTV or any other UTV and or equipment received or obtained from Full Access Tahoe.
4. **____ WAIVER AND RELEASE OF CLAIMS.** The undersigned, on behalf of myself, my spouse (if any), my child, any minor for who I am guardian, my heirs, and successors in interest, now and forever waive, release and discharge Full Access Tahoe, 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 matter arise from or related to the rental, use and/or operation, condition or possession of the above referenced UTV and any other UTV or other equipment received and/or obtained from Full Access Tahoe. 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, suspect to exist, but that may develop, accrue, or be discovered in the future. THE UNDERSIGNED EXPRESSLY WAIVES ALL RIGHTS UNDER CALIFORNIA CIVIL CODE SECTION 1542, WHICH PROVIDES : "A general release does not extend to claims to which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of actions may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.
5. **____ 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 admistrative , or other action, complaint, or proceeding against Full Access Tahoe or any shareholder, director, officer, employee, agent, successor or assigned thereof, or in any manor assert any further claim or demand against Full Access Tahoe and its shareholders, directors, officers, employees, agents, successors and assigned thereof, arising from or pertaining from the condition, possession, use and/ or operation of the UTV or any other UTV or equipment received and/or obtained from Full Access Tahoe. 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.
6. **_____INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Full Access Tahoe, Shareholders, directors, officers, employees, agents, successors and assigned, free and harmless from and against all claims, liabilities, penalties, losses, or expenses, (including attorneys' fees) for death of or injury to any person or damage any property what so ever. Arising from or caused in whole or in part directly or indirectly, from the rental, use and/or operation, condition or possession of the UTV or any other UTV or other equipment received from Full Access Tahoe. The undersigned likewise shall identify Full Access Tahoe, its shareholders, directors, officers, employees, agents, successors and assigns against any losses, cost or expenses, including attorney fees resulting from a breach in this agreement.
7. **_____PARTIAL INVALIDITY/ CHOICE OF LAW.** Should of 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 California
8. **_____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 attorney fees and all costs and expenses incurred in pursuit thereof. There is $15o administration fee if you dispute your credit card charge in breach of this agreement.
9. **_____ENTIRE AGREEMENT, NO ORAL MODIFICATION.** This instrument with attachments constitutes the entire agreement between the parties. No provisions hereof shall be modified or rescinded unless in writing signed by an authorized representative of Full Access Tahoe.
10. **_____PARENTAL CONSENT.** I _____ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the UTV and or other equipment I may obtain from Full Access Tahoe may be used and operated by such minor(s) in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement.
11. **_____JOINT AND SEVERAL LIABILITY/USE OF TERMS.** In the event the undersigned consist of more than one party, than each of the undersigned shall be jointly, severely, and individually liable for all obligations, agreements, and promises of the undersigned here in. As used in this agreement, the singular shall include the plural and the plural the singular and the masculine, feminine, and neuter genders shall each include the others as the contexts requires.

Each of the undersigned, certify that I/we have read the 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.

Print Name	Age	Signature	Print Name	Age	Signature
_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____