



SNOWMOBILE RENTAL AGREEMENT

Rental Terms • Damage Waiver • Assumption of Risk • Release & Payment Authorization

RENTAL COMPANY

Backcountry Guide Company

7600 Young's Bay Dr NW
Angle Inlet, MN 56711

CONTACT / RENTAL LOCATION

218-669-1285

chris@backcountryguideco.com
Starting location: Minnesota (USA)

READ CAREFULLY BEFORE ACCEPTING

This is a legally binding rental agreement. It includes financial responsibility, assumption of risk, release of certain claims, indemnification, and authorization for post-rental charges.

Electronic acceptance. Renter identity, contact information, driver information, rental dates, snowmobile/unit information, pricing and other reservation details collected through Vally Pro and/or the Company check-in process are incorporated into this Agreement. No handwritten blanks or initials are required in this version. Clicking "I Accept" constitutes the Primary Renter's electronic signature. Every person who will operate a snowmobile must be approved by the Company and complete any additional required waiver or acceptance before operating.

1. FEES, SECURITY DEPOSIT & PAYMENT AUTHORIZATION

All payments are processed through the Company booking/payment system. Amounts shown at checkout are estimates; additional charges may apply after return as described in this Agreement. All amounts are in U.S. dollars (USD). Any security deposit or payment authorization required for the reservation may be applied to unpaid amounts due under this Agreement.

The Primary Renter authorizes the Company and/or its payment processor to retain the payment method used at booking in tokenized form and charge it after the rental for amounts owed, including damage, loss, theft, towing/recovery, cleaning, missing fuel or oil, lost keys or equipment, late return, tickets/fines/penalties, administrative time, and other charges allowed by this Agreement.

2. AUTHORIZED OPERATORS - ONLY APPROVED PEOPLE MAY DRIVE

Each operator must be at least 18 years old (or the minimum required where operated), hold any required license and/or safety certificate, and agree to the applicable rental terms and waivers. Only operators approved by the Company may drive. Unauthorized operation is a material breach and may result in immediate termination and full financial responsibility.

3. MANDATORY DAMAGE WAIVER FEE - 15% / LIMITED WAIVER UP TO \$300

A mandatory fee equal to 15% of the Base Rental Fee (the "Damage Waiver Fee") is added to every rental. In exchange, the Company will waive up to \$300 of the Renter's responsibility for qualifying minor, accidental physical damage to the rented snowmobile occurring during normal and proper operation. This is not liability insurance and does not cover injuries to people or damage to other property.

The Renter remains responsible for all amounts above \$300 and for any loss or damage caused by improper operation, neglect, misuse, negligence, reckless/careless driving, violation of this Agreement, operation outside approved trails/areas, collision with objects/vehicles/other riders, rollover, submersion or water ingestion, overheating, lack of oil/fuel, operating with warning lights, stuck events, theft, or missing equipment. Mechanical breakdowns not caused by renter misuse are not charged to the Renter; if misuse causes or contributes to a mechanical failure, the Renter is responsible.

4. SAFETY, TRAINING & OPERATING RULES - ZERO TOLERANCE

- Operate safely and defensively at all times. Snowmobiling is an inherently dangerous activity.
- No alcohol or drug use before or during operation. Operating while impaired is prohibited.
- All riders should wear an approved helmet at all times. Additional helmet requirements may apply depending on age and jurisdiction.
- Stay on approved trails/areas and obey closures, signage and landowner restrictions. Do not trespass.
- Avoid thin or unsafe ice and open water. Ice conditions change quickly and are not guaranteed.
- Do not carry passengers beyond the manufacturer's seating capacity. No towing unless the Company gives written permission.
- Do not race, jump, stunt or intentionally abuse the machine.
- Immediately report any crash, injury, property damage, theft, loss or impound to the Company and to law enforcement as required.
- Do not operate after dark unless specifically authorized by the Company and you have adequate lighting/visibility.
- Do not leave keys unsecured. The Renter is responsible for the machine until it is returned and accepted by the Company.

Material breach / termination: Violation of these rules is a material breach. The Company may terminate the rental immediately, recover the snowmobile, keep amounts paid to the extent allowed by law, and charge all recovery and damage costs.

5. MINNESOTA & CANADA - DIFFERENT LAWS / CROSS-BORDER OPERATION

The Renter and all Operators must comply with all applicable laws and regulations where the snowmobile is operated, transported or stored, including Minnesota law and rules, U.S. federal law, Canadian federal law, the law of the applicable Canadian province/territory, and local authority requirements.

Canada is a different country. Laws, permits, insurance requirements, age/helmet rules, trail-access rules, speed limits, enforcement practices and penalties may differ from Minnesota and may change. The Company does not provide legal advice and does not guarantee that any route, trail, lake or ice area is legal or safe on the day of operation.

The snowmobile may not cross the U.S.-Canada border without the Company's written permission and the Renter personally meeting all border-entry requirements. The Renter is solely responsible for passports/ID, customs/immigration compliance, permits/trail passes, required insurance, and any seizure, impound, ticket, fine, penalty or delay.

6. LOSS, DAMAGE, THEFT & RELATED CHARGES

The Renter is responsible for all loss or damage to the snowmobile and equipment during the rental period, from pickup until returned and accepted by the Company, regardless of fault. This includes repair or replacement parts and labor, towing/recovery, storage, cleaning, missing fuel/oil, key replacement, administrative time, diminished value, and loss-of-use/lost rental income to the extent allowed by law.

If the snowmobile is damaged, the Company may obtain one or more repair estimates or proceed with repairs as reasonably necessary. The Renter authorizes charges to the payment method on file for amounts due, and any security deposit may be applied to unpaid charges. Theft, loss or impound must be reported immediately to the Company and law enforcement, including obtaining a report number if available.

7. INSURANCE DISCLOSURE - NO MEDICAL OR LIABILITY COVERAGE PROVIDED TO YOU

The Company does not sell or provide liability insurance for the benefit of the Renter or Operators. If the snowmobile is subject to any statutory insurance requirement, any policy maintained by the Company is for the Company's benefit and may have exclusions, limits and deductibles. The Renter is responsible for their own liability coverage and for applicable deductibles, exclusions and amounts not covered.

This rental does not provide medical, disability, accident or life insurance for the Renter, Operators or passengers. The Renter is solely responsible for confirming whether any personal insurance or credit-card coverage applies to snowmobile rentals.

8. ASSUMPTION OF RISK - SERIOUS INJURY OR DEATH POSSIBLE

Snowmobiling is a hazardous activity that can result in serious injury, paralysis or death, as well as property damage. Risks include collisions with trees, rocks, vehicles, structures or other riders; hidden obstacles under snow; changing weather and visibility; thin/unsafe ice and open water; trail-grooming equipment; mechanical failure; remote areas with limited emergency response; and actions of other riders.

The Renter and each Operator voluntarily assume all risks, including inherent risks, to the fullest extent allowed by law.

9. RELEASE OF LIABILITY / HOLD HARMLESS / INDEMNITY

To the fullest extent allowed by law, the Renter and each Operator, for themselves and their heirs, personal representatives and estate, RELEASE and agree not to sue the Company and its owners, officers, employees, agents, affiliates, landowners/permittees and insurers ("Released Parties") for claims arising from the rental, possession, transport or use of the snowmobile and related equipment, including claims based on ordinary negligence and inherent risks.

This Release does not apply to conduct constituting greater than ordinary negligence, gross negligence, recklessness or intentional misconduct where such releases are prohibited.

The Renter agrees to INDEMNIFY, DEFEND and HOLD HARMLESS the Released Parties from third-party claims, damages, losses, fines, penalties and attorney fees arising from the Renter's or Operators' use, possession, transport or operation of the snowmobile, except to the extent caused by a Released Party's greater-than-ordinary negligence or worse where applicable.

10. DEFAULT / EARLY TERMINATION / RECOVERY

The Company may terminate this Agreement and recover the snowmobile immediately if the Renter violates any term, provides false information, allows unauthorized operation or operates unsafely. Late returns may be charged at the posted rate plus recovery costs.

11. GOVERNING LAW / VENUE

This Agreement is governed by the law of the rental location selected in the reservation/check-in record (Minnesota, USA or the named Canadian province), without regard to conflict-of-law rules. Any lawsuit must be filed in the courts located in that jurisdiction unless local consumer law requires otherwise. Regardless of governing law, the Renter must comply with all laws where the snowmobile is operated, including when crossing the U.S.-Canada border.

12. ENTIRE AGREEMENT / SEVERABILITY / NO ORAL CHANGES

This Agreement, together with any Rate/Damage Schedule and any additional electronic check-in/check-out acknowledgments, is the entire agreement regarding this rental. No oral changes are valid. If any part is found unenforceable, the remainder remains in effect.

13. CHECK-OUT / CHECK-IN CONDITION RECORDS & OTHER REQUIRED DOCUMENTS

At pickup and return, the Renter may be required to review and accept additional electronic documents, including a pre-existing damage/condition check-out and check-in acknowledgment and the separate Backcountry Guide Company release/hold-harmless agreement. Those documents are part of the rental transaction and rental record.

14. ELECTRONIC ACCEPTANCE

By clicking the required “I Accept” box in Vally Pro, the Primary Renter confirms they have read and understand this Agreement, had the opportunity to ask questions, agree to be bound by all terms, authorize the payment-method charges described above, and consent to electronic acceptance as their legal signature to the maximum extent allowed by applicable law.

REQUIRED VALLY PRO CHECKBOX / ACCEPTANCE LANGUAGE

☐ I have read and understand the Backcountry Guide Company Snowmobile Rental Agreement. I understand that it includes rental and operating rules, a mandatory 15% Damage Waiver Fee with only a limited waiver up to \$300, financial responsibility for loss or damage, assumption of risk, release of certain legal claims, indemnification obligations, and authorization for charges to the payment method associated with my reservation. I voluntarily agree to all terms and consent to use of my electronic acceptance as my signature. Only Company-approved operators may drive. Each operator must meet all age/license/safety requirements and complete any additional required waiver or acceptance before operating.

Backcountry Guide Co. • Lake of the Woods, Minnesota • Electronic Acceptance Version for Vally Pro

This agreement supplements, and does not replace, other applicable activity waivers, check-in/check-out condition records, posted rate/damage schedules, and reservation policies.