

PRODUCT RENTAL AGREEMENT

Please read completely before signing.

This Product Rental Agreement (the "Agreement") is made as of the date signed below between Polaris Experience, LLC d/b/a Polaris Adventures ("Company") and the undersigned ("Borrower") and will remain in effect for the duration of the use of all Products as defined below.

IN CONNECTION WITH THIS PRODUCT RENTAL, COMPANY AND BORROWER AGREE AS FOLLOWS:

1. **USE AND MAINTENANCE OF PRODUCT:** Borrower covenants that the Product(s) as defined in ARRIVAL will be:
 2. a. Used or operated only by Borrower.
 3. b. Used and operated only within the skill and experience of the Borrower.
 4. c. Used or operated in accordance with all applicable laws, ordinances and regulations.
 5. d. Used or operated only in the United States in areas legal by state and local law, designated routes, and areas limited to within 100 miles of the Outfitter location.
 6. e. Not be used in any unauthorized location or to trespass on any property which Borrower is not authorized to operate the Product.
 7. f. Not be used, operated or ridden under the influence of alcohol, drugs or any other substance that could impair judgment, driving or riding ability or motor skills during operation of the Product.
 8. g. Used or operated only in the manner for which it was designed and intended, and in its delivered configuration; it will not be modified without the express written consent of Company.
 9. h. Used or operated in accordance the recommended operating practices contained in the owner's manual, any applicable safety videos and on Product warnings, including, without limitation, the use of safety gear (*e.g.*, helmet, eye protection) as further detailed in **Exhibit A**.
 10. i. Used or operated only while carrying a number of passengers for which it was designed, and all passengers are able to grasp handholds and firmly plant their feet on the footrests with their back fully against the seat back rest, as applicable.
 11. j. Maintained in first class condition, protected from loss or damage, and retaining all Company brand identification with all expenses incident to the maintenance borne by Borrower.

12. k. Not be operated or ridden until the Borrower and all other operators and passengers execute a Product Rental Agreement and the applicable "Ride Waiver and Release" ("Ride Waiver") attached as **Exhibit B**.
13. l. Not be operated while carrying passengers under the age of 18 ("Minor Passengers"), unless the driver is at least 25 years of age and the parent or legal guardian of the Minor Passenger(s).
14. m. Not be used: i) as property for hire or for other non-recreational, commercial purposes; ii) to tow or push anything; iii) to be operated in a test, race or contest; iv) for conduct that could be charged as a crime such as a felony or misdemeanor, including the transportation of a controlled substance or contraband; v) recklessly; or vi) while overloaded.
15. n. Not be used while using a hand-held wireless communication device or other device that is capable of receiving or transmitting telephonic communications, electronic data, mail, or text messages.
16. o. If Borrower's rental includes a trailer, used or operated in compliance with applicable tow vehicle and trailer Gross Vehicle Weight Ratings and not in excess of either rating at any time. Any trailer rented under this Agreement shall only be used for trailering the Product.
17. **REPRESENTATIONS AND WARRANTIES:** Borrower represents and warrants that:
18. a. Borrower, and any other person operating the Product is duly qualified, skilled, and experienced in the operation of the Product.
19. b. Borrower is 25 years of age or older and may be legally bound by this Agreement.
20. c. Borrower has reviewed and understands the safety instructions and warnings contained in the owner's manual, any applicable safety videos, vehicle overviews and on Product warnings, including, without limitation, the use of safety gear (*e.g.*, helmet, eye protection) as further detailed in **Exhibit A**.
21. d. Borrower has received and will wear the required safety gear at all times while operating the Product.
22. e. If Borrower is executing this Agreement on behalf of another party, the undersigned is duly authorized to execute this Agreement on behalf of the named party.
23. f. Product, trailers and other Company equipment as part of the rental shall be returned in the same condition as when originally loaned, normal wear and tear excepted.
24. g. If Borrower's rental includes a trailer, Borrower agrees and understands how to properly load, unload, and secure the Product to a trailer.

25. ASSUMPTION OF RISK, WAIVER AND RELEASE

26. Borrower assumes all risks, perils and dangers in the operation of the Product. Borrower further covenants to execute the Ride Waiver, prior to any use or operation of the Product. Borrower expressly acknowledges and agrees that Borrower's covenant in this Section 3 is a material inducement to Company's agreement to rent the Product to Borrower under this Agreement, and that failure to do so is a material breach of this Agreement.

27. TERMINATION

28. Company may terminate this Agreement at any time and for any reason. Upon termination for any reason, Borrower shall immediately cease all use of the Product and return it to Company in accordance with the Company's instructions. If Company terminates this Agreement for cause due to a breach of the warranties, representations or terms and conditions of this Agreement, all outstanding security deposits and Polaris Adventures Select credits shall be forfeited and no refunds shall be available. COMPANY WILL DENY FUTURE REQUESTS FOR PRODUCT RENTALS IF THIS AGREEMENT IS BREACHED.

29. ENTIRE AGREEMENT

30. This Agreement represents the entire agreement of the parties with respect to the loan of the Product, including Exhibit A (Terms and Conditions), Exhibit B (Ride Waiver), Exhibit C (Accidental Damage Waiver Terms), and Exhibit D (Rental Details), which both parties acknowledge and agree are expressly incorporated herein. Each party further agrees that it is not relying upon any representation, verbal or written, that has not been reduced to writing in this Agreement. In the event of a conflict in the language of the documents, the documents shall control in the following order: (a) **Exhibit B** - Ride Waiver; (b) this Agreement; (c) **Exhibit A** - Terms and Conditions; (d) **Exhibit C** - Accidental Damage Waiver Terms; and (e) **Exhibit D** - Rental Details.

31. TITLE AND TRANSFER OF PROPERTY

32. Title to the Product shall remain with Company and Borrower shall not sell, transfer, lease, mortgage, borrow against, pledge or otherwise create a legal or equitable interest by any third party in the Property. Borrower shall not hold the Property as being owned by Borrower.

33. AMENDMENT; MODIFICATION; WAIVER

34. This Agreement may only be amended, modified or supplemented by an agreement in writing signed by Borrower and Company. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the waiving party. Except as otherwise set forth in this Agreement, no failure to exercise or

delay in exercising, any rights, remedy, power or privilege arising from this Agreement shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

35. SURVIVAL

36. The rights and obligations of the parties set forth in Sections 3-10, and those rights and obligations by their nature and context are intended to survive termination or expiration of this Agreement, including, without limitation, provisions relating to payment, indemnification, and disputes, shall survive any such termination or expiration.

37. SEVERABILITY

38. If any term or provision of this Agreement is invalid, illegal or unenforceable in any jurisdiction, such invalidity, illegality or unenforceability shall not affect any other term or provision of this Agreement or invalidate or render unenforceable such term or provision in any other jurisdiction. Upon a determination that any term or other provision is invalid, illegal or unenforceable, the parties hereto shall negotiate in good faith to modify this Agreement to affect the original intent of the parties as closely as possible in a mutually acceptable manner in order that the transactions contemplated hereby be consummated as originally contemplated to the greatest extent possible.

39. ASSIGNMENT

40. This Agreement, and the obligations expressed herein, are not assignable by the Borrower, however the Company may assign its rights and obligations under this Agreement at any time.

41. SUCCESSORS AND ASSIGNS

42. This Agreement is binding on and shall inure to the benefit of the parties and their respective successors and assigns.

Borrower or Borrower Parent/Legal Guardian signature is below.

NOTE: Borrower should contact Borrower's insurance agent or broker to verify that Borrower is covered by own insurance within the terms and conditions of this Agreement.

EXHIBIT A -- Terms and Conditions for Product Rental

A. ACCIDENTS OR LOSS/THEFT OF PRODUCT; ACCIDENTAL DAMAGE WAIVER

Borrower agrees to comply with all directions and procedures from Company or ("Outfitter") for reporting damage, loss or theft of the Product. This includes, without limitation, promptly reporting any and all Product damage, loss or theft to the Company, Outfitter and law enforcement.

B. INDEMNIFICATION; LIMITATION OF LIABILITY; ATTORNEYS' FEES

To the fullest extent permitted by law, Borrower will indemnify, and hold Company, its authorized Outfitters, parent company, subsidiaries and affiliates and their respective officers, directors, employees, shareholders, agents, representatives, successors and assigns (collectively, the "Released Parties") harmless from and against any and all liabilities, losses, claims, demands, deficiencies, causes of action, suits, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatsoever kind, now known or unknown, including attorneys' fees and the costs of enforcing the right of indemnification under this Agreement, and the cost of pursuing any insurance provider (collectively, "Losses"), including, but not limited to, those Losses arising from: (1) Borrower's possession, custody, storage, transportation, control, use, operation, and/or maintenance of the Product; (2) any bodily injury, death, loss or property damage, which directly or indirectly arises out of or is connected with the use of the Product; or (3) any breach of this Agreement by Borrower. Borrower assumes the risk of, and shall be responsible for, any Losses to the Product while the Product is in Borrower's possession or control. If the Product is beyond repair (i.e., total loss or constructive total loss), Borrower's liability to Company for the irreparable Product is the Kelly Blue Book market value of the Product. It is further agreed that if Company files any action to recover possession, the value or the cost of repairing the Product, or if Company employs an attorney to defend it in any action filed by Borrower or anyone claiming damages for personal injuries or property damage arising out of the use of the Product while in the actual or constructive possession of Borrower, Borrower agrees to pay Company upon demand any and all reasonable sums incurred by Company for attorneys' fees and court costs and expenses, through and including any appeal(s).

TO THE FULLEST EXTENT PERMITTED BY LAW, RELEASED PARTIES SHALL NOT BE LIABLE TO BORROWER OR ANY OTHER PERSON FOR ANY INJURY TO OR LOSS OF GOODWILL, REPUTATION, BUSINESS, PRODUCTION, REVENUES, PROFITS, ANTICIPATED PROFITS, CONTRACTS, OR OPPORTUNITIES (REGARDLESS OF HOW THESE ARE CLASSIFIED AS DAMAGES), OR FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL, PUNITIVE, OR ENHANCED DAMAGES WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, PRODUCT LIABILITY, OR OTHERWISE (INCLUDING THE ENTRY INTO, PERFORMANCE, OR BREACH OF THIS AGREEMENT), REGARDLESS OF WHETHER SUCH LOSS OR DAMAGE WAS FORESEEABLE OR WHETHER BORROWER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. IN ALL CASES, THE RELEASED PARTIES SHALL NOT BE LIABLE FOR LOSSES OF ANY KIND IN EXCESS OF THE COSTS PAID BY THE BORROWER IN THE TWELVE (12) MONTHS PRIOR TO THE OCCURENCE OF SUCH DAMAGES.

C. NO WARRANTY -- INHERENTLY DANGEROUS ACTIVITY -- NO INSURANCE PROVIDED

COMPANY MAKES NO WARRANTY OF ANY KIND, NATURE, OR DESCRIPTION, EXPRESS OR IMPLIED, AS TO THE QUALITY, MANUFACTURE, SAFETY, DRIVABILITY, OR FITNESS FOR ANY PARTICULAR PURPOSE OF ANY PRODUCT COVERED BY THIS AGREEMENT. BORROWER ACCEPTS

ANY PRODUCT PROVIDED BY COMPANY IN ITS "AS IS" CONDITION WITH ALL FAULTS. BORROWER HEREBY ACKNOWLEDGES THAT RENTING THE PRODUCT IS A DANGEROUS ACTIVITY, WITH A HIGH RISK OF SERIOUS BODILY INJURY OR DEATH TO ONESELF OR OTHERS. COMPANY DOES NOT PROVIDE MEDICAL INSURANCE AND ADVISES THAT SERIOUS INJURIES CAN BE FINANCIALLY DEVASTATING. BORROWER ACCEPTS ALL RISKS AND LIABILITIES OF THIS ACTIVITY. BORROWER UNDERSTANDS THAT BY EXECUTING THIS DOCUMENT BORROWER IS GIVING UP IMPORTANT LEGAL RIGHTS.

D. INSURANCE

Borrower agrees to, at its own expense, maintain Bodily Injury and Property Damage Liability Insurance, with limits in compliance with local statute, covering the use of the Product during the time it is in Borrower's possession and until it is returned to Company. Company shall not be required to carry or provide Bodily Injury or Property Damage Liability Insurance during that period. Borrower acknowledges that its promise to obtain and maintain the appropriate insurance under this Section is a material inducement to Company entering into this Agreement and to its decision to loan Product to Borrower. Borrower shall obtain and maintain the required insurance herein at all times during the term of the Agreement. Company may request a certificate of insurance from Borrower evidencing such insurance coverages at any time. Failure to maintain such insurance shall be considered a material breach of this Agreement and good cause grounds for immediate termination the Agreement and return of the Product to Company.

E. REQUIRED SAFETY APPAREL

Borrower agrees that the Product will be used or operated only when all users and operators wear the required safety gear listed in the owner's manual for the Product. Borrower acknowledges and agrees that wearing safety gear does not in any way guarantee safety. The required safety gear includes, without limitation, the following:

- **Side-By-Side Vehicles (RGR, RZR, GENERAL):** A D.O.T. approved helmet, eye protection (shatterproof goggles or helmet face shield), gloves, long sleeves, over-the-ankle boots and long trousers, seat belts, and cab nets or doors as provided on the Product.
- **All-Terrain Vehicles:** A D.O.T. approved helmet, eye protection (shatterproof goggles or helmet face shield), gloves, long sleeves, over-the-ankle boots and long trousers.
- **Snowmobiles:** A D.O.T. approved helmet, eye protection (shatterproof goggles or helmet face shield), boots, gloves, pants and jacket.
- **Motorcycle:** A D.O.T. approved helmet, eye protection (goggles, goggles or helmet face shield), gloves, jacket, boots and long trousers.
- **Slingshot:** A D.O.T. approved full-face helmet and eye protection (goggles, goggles).

F. USE OF NAME, LIKENESS AND AGREEMENT

Borrower hereby grants to the Released Parties, and those acting with their authority, the unrestricted, perpetual, worldwide right and license to use his/her name, photograph, likeness, voice, biographical information, and any photographs, video, verbal or written statements, or audio tape that may be taken of Borrower that includes such materials without further compensation or notice to or permission from Borrower or any third party.

G. RETURN OF PRODUCT

The Product shall be returned to Company or Outfitter at the place designated by Company or Outfitter, on or before the check-in time noted in Exhibit D, in the same condition it was in upon check-out or delivery, normal wear and tear excepted. Borrower shall be responsible for all transportation costs associated with the return of the Product. Borrower waives any claim which Borrower may have, or which may hereafter arise for all expenses, costs, fees (including attorneys' fees) or damages Borrower may hereafter sustain or incur by reason of any action, civil or criminal, which Company, or its agents, may take in connection with Borrower's use or retention of the Product beyond the return date. If Borrower fails to return the Product on the return date, or upon demand by Company, Borrower agrees to pay to Company upon demand the Kelly Blue Book market value of the Product. Borrower may be charged a late fee if the Product is brought back late, at Outfitter's discretion.

H. DAMAGE TO PRODUCT

Except for reasonable wear and tear, Borrower shall be responsible for all damage to the Product which occurs after delivery or pick up and prior to the return of the Product, in accordance with the Accidental Damage Waiver Terms, attached as Exhibit C. Borrower shall be responsible for, and agrees to pay upon demand, all costs to repair damage to the Product, including loss of use of the Product at the full day rental rate for each day from the date of damage until the Product is repaired and replaced in rental service, not to exceed Accidental Damage Waiver Terms. Any violation of this Agreement or the terms in Exhibit C will nullify Accidental Damage Waiver protection, and Borrower will be responsible for all costs to repair and replace the Product in rental service, as described above. If Borrower nullifies Accidental Damage Waiver protection and Company determines that the damage to the Product renders it a total loss, then Borrower shall pay upon demand to Company the Kelly Blue Book market value of the Product.

I. CREDIT CARD AUTHORIZATION

Borrower hereby authorizes Company or Outfitter to charge Borrower's credit card account provided as a part of this transaction for any and all additional rental, damage, and loss of use charges that Borrower may incur under the terms of this Agreement. All rentals are subject to a security deposit in the form of a credit card pre-authorization to be determined by Company Outfitter. Damages, penalties, and other additional charges will be taken from Borrower's pre-authorization first. A receipt of all additional charges will be available upon request.

J. MEDICAL TREATMENT

Borrower consents to receive medical treatment which may be deemed necessary in the event of any illness, accident, injury, or medical emergency resulting from or in connection with use of the Product. Borrower is solely responsible for all costs related to such medical treatment, medical transportation, and/or evacuation.

K. REFUND POLICY

Refunds for cancelled reservations are only available if notice is provided at least 48 hours in advance of reservation. If the product is not operating properly, Borrower must report immediately. Failure to make contact will delay or forfeit any possible refunds. Depending on the availability and circumstances of failure, Company or Outfitter may replace the Product and/or issue a refund for the portion of the day the in-operation/lack of Product us occurred. Company and Outfitter are under NO obligation to issue a refund or discount for bad weather. If Borrower is not satisfied with the overall experience of the trails or areas, Company and Outfitter are in no way responsible. If Borrower is injured during the rental period and is unable to continue the rental experience for the rental time already purchased, Company and Outfitter are not responsible and are under no obligation to issue any refunds.

Select Members must contact Polaris Customer Service for all cancellation, Product replacement, or refund requests. Contact information for Polaris Customer Service can be located by accessing the Select Membership Portal.

All other Non-Select rentals must contact the Outfitter directly.

L. FORCE MAJEURE

Company and Outfitter shall not be liable or responsible to the undersigned, nor be deemed to have defaulted under or breached this Agreement, for any failure or delay in fulfilling or performing any term of this Agreement, when and to the extent such failure or delay is caused by or results from the following force majeure events ("Force Majeure Event(s)": (1) acts of God; (2) flood, fire, earthquake, or other potential disasters or catastrophes, such as epidemics or pandemics; (3) war (whether war is declared or not), invasion, hostilities, terrorist threats or acts, riot, or other civil unrest; (4) government order or law; (5) actions, embargoes, or blockades in effect on or after the date of this Agreement; (6) action by any governmental authority; (7) national or regional emergency; (8) strikes, labor stoppages, or slowdowns or other industrial disturbances; (9) shortage of adequate power or transportation facilities; and (10) other similar events beyond Company's or Outfitter's control. Company or Outfitter shall give notice within thirty (30) days of the Force Majeure Event to the undersigned. Company or Outfitter shall resume the performance of its obligations as soon as reasonably practicable after the removal of the cause.

M. GOVERNING LAW; SUBMISSION TO JURISDICTION

This Agreement and all related documents, and all matters arising out of or relating to this Agreement, are governed by, and construed in accordance with, the laws of the State of Minnesota, without regard to the conflict of laws provisions thereof to the extent such principles or rules would require or permit the application of the laws of any jurisdiction other than those of the State of Minnesota .

N. DISPUTE RESOLUTION

Informal Mediation. In the event a dispute arises out of or in connection with the Agreement ("Dispute"), the Parties agree to first work in good faith to informally resolve the Dispute before pursuing other legal remedies. Written notice of a Dispute shall be delivered to the other Party in the manner provided for notice below. After delivery of the written notice, the Parties shall attempt to resolve the Dispute for a period of thirty (30) days through discussions between designees of each Party, who must at least be at the Vice President level or above. If these discussions are not successful, or both Parties agree in writing that they cannot be resolved in thirty (30) days, either Party may commence legal proceeding as provided below.

Arbitration. Any Dispute arising out of, related to, or in connection with this Agreement shall be solely and finally settled by arbitration in Minnesota in accordance with the United States Arbitration Act (9 U.S.C. Â§1), the JAMS Comprehensive Arbitration Rules & Procedures and the JAMS Recommended Arbitration Discovery Protocols for Domestic, Commercial Cases. The arbitrator will apply Minnesota law and will have the power to decide all issues relating to the Dispute, including, without limitation, the validity, enforceability, and scope of this provision, the arbitrability of any issue, and the jurisdiction of the arbitrator. The arbitrator will have the power to award all remedies at law, to order specific performance of this Agreement, and to hear and decide any and all issues or claims through summary judgment or summary disposition motions without requiring a hearing. The Parties waive all respective rights to appeal or redress in any other forum, except to obtain execution of any award as permitted under 9 U.S.C. Sections 10 and 11. Unless otherwise agreed by the Parties in writing, the arbitrator will be appointed within thirty (30) days after filing the demand for arbitration and the hearing will take place no later than one-hundred twenty (120) days after JAMS notifies the Parties that an arbitrator has been appointed. Except as may be required by law or as necessary to enforce an award in a court of competent jurisdiction, neither Party nor an arbitrator may disclose the existence, content or results of any arbitration without the prior written consent of both Parties.

EXHIBIT B -- RIDE WAIVER AND RELEASE

PLEASE READ THIS RIDE WAIVER AND RELEASE CAREFULLY.

RIDING VEHICLES MAY RESULT IN SERIOUS RISK OF INJURY OR DEATH.

DO NOT SIGN THIS RIDE WAIVER UNLESS YOU AGREE TO THESE TERMS.

RIDING IS VOLUNTARY, YOU ARE NOT REQUIRED TO RIDE.

In consideration for being permitted to use, operate and/or ride the vehicle(s) described in the Product Rental Agreement, I expressly, knowingly and voluntarily agree to the terms and conditions of this Ride Waiver and Release ("Ride Waiver") as follows:

SAFETY INSTRUCTIONS: I acknowledge, agree and represent that:

- a. I have a valid driver's license if I am operating the Product and will comply at all times with all applicable laws and regulations.
- b. I have reviewed, am familiar with, and will comply with the safety instructions and information about the Product provided to me, the safety warnings and instructions set forth in the Owner's Manual and on any on-Product labels, including without limitation, wearing all required protective/riding gear (including helmets), using nets or doors (if equipped) and wearing seat belts/harnesses (if applicable), all educational and field training required before operation of the Product and all age and size requirements for drivers and passengers.
- c. I have not and will not consume alcohol, drugs or any other substance that could impair my judgment or driving ability.
- d. I am in good health, in proper physical condition, and I do not have any medical or other conditions that would impair my ability to operate the Product.
- e. I have never been refused insurance coverage or had special conditions imposed.
- f. If my rental includes a trailer, I have received, am familiar with, and will comply with appropriate and thorough safety instructions and a trailering operations review including information about handling, safety features, risks, hazards, instructions.

INFORMED CONSENT AND ASSUMPTION OF RISK: I have been informed of and I expressly, knowingly and voluntarily assume the risk of injury or death by operating the Product. I am aware of and accept that operating the Product may involve the danger of encountering known and unknown risks, including, but not limited to, the unique risks associated with the Product and the significant risk of serious bodily injury, illness, including infectious diseases (e.g. coronavirus), disability, emotional trauma, property damage and death. I have been informed of and I expressly, knowingly, and voluntarily assume all such risks, both known and unknown, from any cause including, without limitation, loss of vehicle control, collisions, mechanical failures, trail, road and/or traffic conditions, inadequate training, failure to supervise, failure to warn of potential risks, contraction of infectious diseases (e.g. coronavirus), my negligent acts and the negligent acts of others, including the Released Parties (as defined below). I assume full responsibility for use of the Product

RELEASE AND WAIVER OF LIABILITY; COVENANT NOT TO SUE: To the fullest extent allowed by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, next of kin, successors and assigns, release, forever discharge and covenant not to sue Polaris Industries Inc. ("Company"), its affiliates, subsidiaries and its authorized

Polaris Adventures Outfitters and their respective officers, directors, employees, shareholders, agents, representatives, successors and assigns (collectively, "Released Parties"), from and against any and all liabilities, losses, claims, demands, deficiencies, causes of action, suits, judgments, settlements, interest, awards, penalties, fines, costs or expenses of whatsoever kind, now known or unknown, including attorneys' fees and the costs of enforcing the right of indemnification under this Ride Waiver, and the cost of pursuing any insurance provider (collectively, "Losses"), including, but not limited to, those Losses arising from bodily injury, illness including infectious diseases (e.g. coronavirus), death, loss or property damage to me, my property or others, which directly or indirectly arise out of, occur during, relate to, or are in any way the result of or connected with the use of the Product. Without limiting the generality and breadth of the foregoing, I expressly agree to waive, release, and will forever be barred from pursuing any lawsuit or claim related to (whether directly or by subrogation or otherwise) or arising under any legal theory, including, without limitation, a claim for negligence, breach of warranty, strict liability, failure to warn, or any other claim relating to the design, manufacture, sale, distribution, or rental of the Product or any other alleged act or omission by the Released Parties. I knowingly agree to this waiver and release the Released Parties of liability, regardless of whether the injury, loss, death, or damage is caused by the Released Parties. I further agree that the Released Parties are not in any way responsible for any injury or damage that I sustain as a result of my own acts.

I am aware of, and understand, the provisions of California Civil Code Section 1542 ("Section 1542"), which provides: "**A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.**" I expressly, knowingly, and intentionally waive any and all rights, benefits, and protections of Section 1542 and of any other state or federal statute or common law principle limiting the scope of a general release.

INDEMNITY: To the fullest extent allowed by law, I, individually, and on behalf of my heirs, executors, administrators, personal representatives, next of kin, successors and assigns, agree to indemnify and hold the Released Parties harmless from and against any and all Losses, including, but not limited to, those Losses arising from: (1) my possession, custody, storage, transportation, control, use, operation, and/or maintenance of the Product; or (2) any bodily injury, death, loss or property damage, which directly or indirectly arises out of or is connected with the use of the Product.

PERSONAL INSURANCE: I represent that I have obtained health insurance coverage for me to cover any aspect of my use of the Product. I acknowledge that Company does not offer health insurance as part of my rental. I further represent that my vehicle insurance policy meets minimum coverage requirements for bodily injury, death, and property damage; and I will provide the Company with proof of valid insurance and registration upon request.

CONTROLLING LAW: For the sake of predictability and uniform application of the law of the home state of the Company, this Ride Waiver shall be governed by Minnesota law, without regard to its choice of law rules.

FORUM SELECTION: Any dispute for which a party is permitted to bring a court proceeding shall be instituted in the federal courts of the United States or the courts of the State of Minnesota in each case located in the city of Minneapolis and County of Hennepin, and each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action, or proceeding. Service of process, summons, notice, or other document by mail to such party's address set forth herein shall be effective service of process for any suit, action, or other proceeding brought in any such court.

I HAVE READ THIS RIDE WAIVER CAREFULLY PRIOR TO SIGNING IT BELOW.

I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS RIDE WAIVER.

Borrower or Borrower Parent/Legal Guardian signature is below.

Information submitted is governed by Polaris' privacy policy, available at:

<http://www.polaris.com/en-us/company/privacy.aspx>

EXHIBIT C -- ACCIDENTAL DAMAGE WAIVER TERMS

Accidental Damage Waiver ("ADW") is a way for Borrower to limit their financial responsibility if an accident were to occur. ADW is not insurance and protects Borrower only against accidental damage to the Product. ADW protection is included with each rental, and Borrower accepts ADW protection by signing the Product Rental Agreement, but Borrower may upgrade their protection for an additional fee. Under ADW protection, Company assumes financial responsibility for damage to the Product above the listed maximum out-of-pocket and waives all charges above the Borrower's maximum out-of-pocket for parts, labor, and loss of use.

If the Product is damaged as a direct or indirect result of a violation of the Product Rental Agreement, Borrower is responsible and will reimburse Company for all loss of or damage to the Product regardless of cause. If the Product is damaged, Borrower will pay Company's estimated repair cost, or if, in Company's sole discretion, it determines to sell the Product in its damaged condition, Borrower will pay the difference between the Product's Kelly Blue Book market value before it was damaged and the sale proceeds. Borrower authorizes Company to charge for the actual cost of repair or replacement components damaged or lost as a result of excessive use or abuse. Borrower understands that he/she is not authorized to repair or have the Product repaired without Company's express prior written consent. If Borrower repairs or has the Product repaired without our consent, Borrower will pay the estimated cost to restore the Product to the condition it was in prior to your rental.

Certain uses of the Product and other things Borrower may do, or fail to do, will nullify ADW protection. It is a violation of the ADW program that nullifies protection under the program if Borrower: 1) fails to promptly report any damage to or loss of the Product when it occurs, or

when Borrower learns of damage, and provide Company with a written accident/incident report or fails to cooperate with Company's investigation; 2) fails to report an accident to law enforcement; 3) obtains the Product through fraud or misrepresentation; 4) intentionally or with willful disregard causes or allows damage to the Product, or 5) returns the Product after hours and the Product is damaged, stolen or vandalized, or otherwise fails to take reasonable steps to secure the vehicle, its keys or other remote entry and starting devices.

ADW Protection Levels:

Product Type	Standard Protection. (Included with Rental - No additional cost to Borrower)		Premier Protection. (Additional cost to Borrower to reduce Maximum Out of Pocket)	
	Cost to Borrower	Out of Pocket Maximum	Cost to Borrower	Out of Pocket Maximum
Off-Road (RZR, RANGER, GENERAL, ACE SPORTSMAN, RS1)	Included	\$3000	\$15	\$1500
Slingshot	Included	\$1500	\$15	\$750
Indian Motorcycle	Included	\$1500	\$15	\$750
Snowmobile	Included	\$1000	\$15	\$500

Situational Examples: The following scenarios illustrate how the Accidental Damage Waiver program operates. All situations assume accidental damage to the Product without violations of the Product Loan Agreement.

Product Type	Borrower's Protection Level- Max Out of Pocket	Total Repair Estimate	Amount Charged to Borrower
Off-Road	Standard Protection - \$3000	\$1200	\$1200
Off-Road	Standard Protection - \$3000	\$6000	\$3000
Off-Road	Premier Protection - \$1500	\$1200	\$1200
Off-Road	Premier Protection - \$1500	\$6000	\$1500
Snowmobile	Standard Protection - \$1000	\$800	\$800

Snowmobile	Standard Protection - \$1000	\$2500	\$1000
Snowmobile	Premier Protection - \$500	\$350	\$350
Snowmobile	Premier Protection - \$500	\$2500	\$500
Slingshot or Indian Motorcycle	Standard Protection - \$1500	\$1200	\$1200
Slingshot or Indian Motorcycle	Standard Protection - \$1500	\$6000	\$1500

EXHIBIT D -- ADDITIONAL RENTAL DETAILS

- a) Vehicle check-out time is no earlier than 9:00 a.m..
- b) Vehicle check-in time is no later than 5:00 p.m..
- c) Borrower is aware that there is no Insurance or Accidental Damage Waiver coverage outside of the designated ride time and that Product movement can be monitored 24 hours a day, including all historical rides, routes, and trails. Borrower is also aware that they can be subject to punishment for operating the Product outside of the designated ride time.
- d) Damage Waiver deposit will be held for a maximum of 15 days.
- e) Borrower agrees to make all payments for Product repair or replacement as part of the Accidental Damage Waiver program within 15 days.
- f) Law Enforcement will be notified if vehicle is not returned and Borrower does not make contact with Outfitter within 24 hours.
- g) There are no refunds or discounts if Borrower picks up the vehicle late.
- h) Select Members Only: Borrower will be charged up to a \$99 late fee per Vehicle, at Company's sole discretion, that is brought back 15 minutes late of check-in (delivery or drop off). For delivery drop-offs and return pick-ups, Borrower is required to be present during Borrower's agreed upon and scheduled appointment. If the Vehicle(s) is not personally received prior to the 15-minute grace window expiring, delivery personnel will leave, the reservation will be forfeited, and Polaris Adventures Select credits will not be refunded.
- i) Adventure Rentals Only: Borrower will be charged \$99 late fee per unit if the vehicle is brought up to one hour late of check-in. Borrower will be charged a \$199 late fee per unit if the vehicle is brought back up to two hours late of check-in. After two full hours late, the late fee will be a full day rental charge.