

Philly Slingshot Excursion

Voluntary Waiver, Consent, Release, and Hold Harmless Agreement

PLEASE READ THIS AGREEMENT CAREFULLY. DO NOT SIGN THIS AGREEMENT UNLESS YOU AGREE TO THESE TERMS. RIDING IS VOLUNTARY, YOU ARE NOT REQUIRED TO PARTICIPATE.

1. In consideration for being allowed to rent, drive, ride in and/or utilize a vehicle pursuant to the accompanying Rental Agreement (the "Rental Opportunity"), I agree to assume all risks, waive all claims, release all liability, and defend and hold PHILLY SLINGSHOT EXCURSION ("Operator") and Polaris Industries Inc. ("Polaris"), and their directors, officers, agents, affiliates, subsidiaries and parent companies, harmless to the fullest extent allowed by law.

2. I ACKNOWLEDGE AND AGREE THAT:

- If I will be a driver of the vehicle, I have a valid driver's license and applicable auto liability insurance. I am 21 years of age or older, and I can legally operate a vehicle as part of the Rental Opportunity;
- An applicable automobile liability insurance policy must provide liability coverage for motor vehicles rented in the U.S. or Canada by a person insured under the policy;
- If I will only be a passenger, I will not drive the vehicle and I am able to grasp the handholds and firmly plant my feet, with back fully against the seat back rest;
- If I am under 18 years of age ("minor passenger"), my parent/guardian is also signing on my behalf and I will be under my parent/guardian's supervision at all times during the Rental Opportunity
- Driver will **ONLY** carry minor passengers if Driver is at least age 21 and the Parent/Guardian of the minor passenger, will **ONLY** carry the number of passengers for which the vehicle was designed, will **ONLY** carry passenger(s) who have signed this Agreement and the accompanying Waiver, will require each such passenger to wear proper safety equipment and a seat belt.
- I agree not to perform stunts of any kind in the rental Slingshot including but not limited to drifting or burnouts. I agree not to take the Slingshot off-roading.
- I am aware of and voluntarily assume **the DANGERS AND RISKS OF SERIOUS INJURY, DAMAGE, OR DEATH** that exist in my use of the vehicles and the vehicle's equipment and my participation in the Rental Opportunity activities which could be or may be caused by loss of vehicle control, collisions, mechanical failure, road conditions, my own negligent acts, the negligent acts of other riders, and the potential negligence of the Operator and Polaris, including the failure to adequately screen, train, warn, or otherwise protect me from all these risks;
- My participation in such activities and/or use of such vehicle and vehicle equipment may result in injury or illness including, but not limited to, **BODILY INJURY, DISEASE, STRAINS, FRACTURES, PARTIAL OR TOTAL PARALYSIS, OTHER AILMENTS THAT COULD CAUSE SERIOUS DISABILITY, AND/OR DEATH;**
- I have received appropriate and thorough safety instructions and a vehicle review including its handling, safety features, risks, hazards, instructions and warnings and am comfortable and confident in my ability and knowledge to handle the rented vehicle in accordance with such safety instructions and warnings on the vehicles and in accordance with the safety training provided and if I have any questions, I will ask before riding; You must return the Slingshot in the same condition you received it, ordinary wear and tear excepted. If you return it later, you may be charged a late fee and your responsibility for damage to or loss of the Slingshot will continue and all charges stated on the rental document as a periodic rate will continue to accrue until Philly Slingshot Excursion retakes actual possession of the Slingshot, and your responsibility for all charges for damage to or loss of the Slingshot will continue until the Slingshot is actually returned or recovered. If you wish to extend any rental you must contact us at (215)710-8481 to

request it before your return date. We may or may not grant an extension or grant it for the entire period you request, in our sole discretion.

- Renters may only operate the slingshot within 250 miles of the rental operation and only operate slingshot within the United States and may not drive or otherwise transport the vehicle in any way to other surrounding rental locations. No vehicle may be used in violation of any law or ordinance, or contrary to the provisions of any applicable insurance policy. I have reviewed, am familiar with, and will comply at all times with the SAFETY INSTRUCTIONS provided by the Operator, ALL INSTRUCTIONS AND WARNINGS contained in the Owner's Manual, and the WARNINGS ON THE VEHICLES, including the use of a helmet, goggles, and other personal protective equipment and the wearing of seatbelts.
- I have not and will not consume drugs, alcohol or any other substance that could impair my judgment or driving/riding ability. I acknowledge that the Slingshot is a non-smoking fleet. I understand that I will pay an additional charge if I or any passenger smokes in the Slingshot.
- I am responsible for all tolls incurred during my excursion, including related fees, charges and penalties. Should I not handle it in a timely manner, I understand Philly Slingshot Excursion will add a \$75 processing fee.
- I will not carry passengers or property for hire
- I understand if I will not conduct illegal activity that could properly be charged as a felony or misdemeanor, including but limited to: the transportation of a controlled substance or contraband, driving recklessly or while overloaded
- I agree not to drive or operate the Slingshot 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.
- I understand that Philly Slingshot Excursion may use GPS tracking devices (or a similar device) to track or locate Slingshots which may be reported stolen, suspected of being stolen or as may be required by law enforcement, or to identify vehicles which have been damaged and may require roadside assistance, when we a good faith belief that there is an emergency that poses a threat to the safety of your or another person, or as necessary to defend, protect or enforce our rights in connection with the use of our products and/or services.
- **I AGREE TO WAIVE TO THE FULLEST EXTENT ALLOWED BY LAW ANY AND ALL CLAIMS OF ANY KIND** that I have or may in the future have relating to the Rental Opportunity, whether directly or by subrogation or otherwise, against the Operator, Polaris, any Polaris dealership(s), industry association(s), and/or any of their directors, officers, subsidiaries, affiliates, employees, agents, successors or assigns, (collectively, "Rental Opportunity Sponsors").
- **I AGREE TO RELEASE THE RENTAL OPPORTUNITY SPONSORS FROM ANY AND ALL LIABILITY** for any loss, damage, expense or injury (including death) that I or my next of kin may incur resulting from my participation in the Rental Opportunity. I understand that this waiver and release does not extend to intentionally wrongful acts on the part of the Rental Opportunity Sponsors.
- **I EXPRESSLY WAIVE ANY BENEFITS I MAY HAVE UNDER Pennsylvania CODE**, or any other law, that provides that a general release does not extend to claims which I do not know of or suspect exist, which if known by me may have materially affected my decision to sign this agreement.
- **I AGREE TO DEFEND, HOLD HARMLESS, AND INDEMNIFY THE RENTAL OPPORTUNITY SPONSORS** from and against any and all liability for any claim or loss, including personal injury, death, property loss, attorney fees, and litigation costs resulting from my participation in the Rental Opportunity.
- **I AGREE AND UNDERSTAND** that, on behalf of myself, my personal representatives and my heirs, **I AM RELINQUISHING ANY AND ALL RIGHTS I NOW HAVE OR MAY HAVE IN THE FUTURE TO SUE** the Rental Opportunity Sponsors for any and all injury, damage, or death I may suffer arising from vehicle riding or its equipment, or participation in the Rental Opportunity, including claims based on the Rental Opportunity Sponsor's negligence.

- **I HEREBY GRANT** to the Rental Opportunity Sponsors, and those acting with their authority, the unrestricted, perpetual, worldwide right and LICENSE TO USE MY NAME, PHOTOGRAPH, LIKENESS, VOICE AND BIOGRAPHICAL INFORMATION, and any photograph, video or audio tape that may be taken of me or that includes such materials without further compensation or notice to or permission from me or any third party.
- **THIS AGREEMENT SHALL BE GOVERNED BY PENNSYLVANIA LAW**, without regard to its choice of law rules. Any dispute or claim relating to this Agreement or the Rental Opportunity shall be finally resolved by binding arbitration under the United States Arbitration Act in the state of PENNSYLVANIA.
- **I HAVE READ THIS AGREEMENT CAREFULLY PRIOR TO SIGNING IT. I UNDERSTAND THAT I AM WAIVING CERTAIN LEGAL RIGHTS BY SIGNING THIS AGREEMENT.**

Print Name: _____ Date: _____

Signature: _____ Date of Birth _____

Street Address _____

City/State/Zip _____ Driver's License State & Number _____

Phone# _____ E-Mail Address _____

Emergency Contact Name: _____ Number: _____