



# OURAY MOUNTAIN ADVENTURES

## TERMS AND CONDITIONS PLEASE READ CAREFULLY BEFORE YOU SIGN

The terms and conditions contained herein, together with the information on the Rental Agreement, constitute the entire agreement between you and Ouray Mountain Adventures, Inc. (herein referred to as OMA) regarding your rental of a from OMA. By initialing these Terms and Conditions and signing the Rental Agreement, you are agreeing to abide by and be bound by all of these provisions,

### 1. GENERAL INFORMATION -WARRANTIES:

- a. OMA is the owner of the you are renting. By renting it, you are being permitted by OMA to use the but have no authority to act for or on behalf of OMA. Under no circumstances are you permitted to have the serviced or repaired without OMA's express permission.
- b. You are renting the as is, OMA makes no warranties to you or anyone else of any kind or nature, whether express or implied, as to merchantability or fitness of the for any particular purpose. Under no circumstances will OMA be responsible to you for any loss, damage or inconvenience which you may suffer as a result of any breakdown or malfunction of the .

### 2. USE OF THE :

- a. Rental of this is limited to fully insured and validly licensed drivers 25 years or older. Only you and anyone who has signed these Terms and Conditions and the Rental Agreement as an additional driver are permitted to drive.
- b. You agree to drive the only on established roads or trails within the State of Colorado. You agree not to drive the on private property or in any Wilderness, or Primitive Area, or on any closed road in the National Forest or Bureau of Land Management Area. You also agree not to drive the Jeep® on Black Bear Pass, Poughkeepsie Gulch Trail, or on Governor Basin Trail, without the express written consent of OMA. Any vehicle caught in these areas will be charged a minimum penalty of \$100.00.
- c. You agree to carry no more than the vehicle rated number of occupants in the Jeep® (4 for a Wrangler and 5 for a Cherokee). You also agree that all persons will ride in seats within the passenger compartment of the Jeep®. You agree not to carry anyone or anything in the Jeep® for hire.
- d. You agree not to place ice chests, coolers, or other large objects on the seats of the Jeep®, which may cause damage to the seats. You may place them on the floor or if your ice chest is too large, OMA will loan you a small ice chest at no charge.
- e. You agree not to use the Jeep® to tow, push, pull or otherwise move any other vehicle, trailer or object.
- f. You agree not to drive the Jeep® while under the influence of alcohol or drugs. You also agree not to use the Jeep® in any way which violates local, state, or federal law, including failure to report an accident, and transporting any drugs or alcohol in the Jeep®.

If you fail to abide by any of these provisions, you will be solely responsible for any injury or damage which occurs. This may include the full value of the Jeep® and any loss of business which OMA suffers because of any damage to the Jeep®. In addition, if you violate any of the provisions of this Agreement, OMA's insurance will not cover you and the CDW and TDW, if you purchased them, will cease to be effective.

### 3. VEHICLE CONDITION AND RETURN:

- a. You agree that the Jeep® which you have rented is in good condition when rented to you (except as noted on the attached diagram) and that you will return it in good condition without any damage or injury, OMA will collect a damage and security deposit from you before you take the Jeep®.
- b. If you do not return the Jeep® on time, or if you violate any provision of this agreement OMA will be permitted to locate and repossess the Jeep® without any notice or hearing. If OMA repossesses the Jeep®, you will have to pay any costs incurred by OMA in doing so.

### 4. CHARGES:

You agree to pay OMA. either in cash, or at OMA's option, by approved credit card, all of the following charges in addition to OMA's required deposit.

- a. Full day rental charge computed on a ten (10) hour day or half day rental charge computed on the basis of five hours, at OMA's then current rate together with applicable state and local taxes and assessments. On full day rentals, you may pick up the Jeep® after 6:30 p.m. the evening before provided that the Jeep® is returned no later than 5:00 p.m. on the last rental day. Basic rental rates allow up to 100 miles per day free for full day rentals and 50 miles free for half day rentals. Any mileage above these amounts will be paid at OMA's then current mileage rate.
- b. Any other charges including CDW and TDW charges, fuel charges if the Jeep® is returned with less than a full tank, late return charge of \$25.00 per hour, towing or recovery charges, repair costs, Jeep® Road Fund assessment charge, and all applicable taxes.
- c. If the Jeep® or any tools, parts, equipment, accessories, or other items which accompanied it when rented to you are lost or damaged, you will be responsible and strictly liable for the full retail cost of repairing or replacing the lost or damaged items whether or not the loss or damage is your fault. In addition, you will have to pay OMA for any loss of business due to the loss or damage to the Jeep® or its contents.
- d. Any fines, costs, penalties or assessments of any type whatever levied or charged against OMA or which OMA is obligated to pay and which arise out of your rental, use or possession of the Jeep®.
- e. Any expenses, including costs and attorney fees, which OMA incurs in collecting charges due under this agreement or in recovering the Jeep® from you for any reason including abandonment or violation of any term of this agreement.

You specifically agree that the Damage Deposit may be retained by OMA and applied to any outstanding charges which you owe OMA. You also agree that OMA may charge your Credit Card for any such charges.

**5. OTHER CHARGES:**

- a. Fuel and Washing: When you return the Jeep®, it must have a full tank of unleaded regular gasoline or you will be charged for refueling. The charge for refueling will be at OMA's then current rate. Any Jeep® returned with excessive mud, dirt or road debris will be charged a \$40.00 washing fee.
- b. TOWING: If the Jeep® has to be towed for any reason other than mechanical breakdown, or if OMA has to pay any costs associated with recovering the Jeep®, you will pay all of those costs and will reimburse OMA for any loss due to downtime of the Jeep®.

**6. COLLISION DAMAGE WAIVER/TIRE DAMAGE WAIVER:**

You are responsible for any and all damage to the Jeep® while it is rented to you whether or not the damage or loss is your fault and regardless of the cause of the damage or loss. Your liability will be the total cost of the loss or damage, or of the repair of the damage, up to the total retail value of the Jeep®, at the time of loss or damage, less any salvage value, plus any towing, storage, impound or other charges and full loss to OMA due to downtime of the Jeep®.

If you want to limit your liability under the proceeding paragraph, at the time of renting the Jeep® you may elect either or both the Collision Damage Waiver (CDW) and the Tire Damage Waiver (TDW). This is not insurance coverage; it is simply an agreement between you and OMA as to who is liable for what.

If you elect to take the CDW, you and/or your insurance will still be primarily liable for any loss or damage to the Jeep®. However, if your insurance does not cover everything, for example if there is a deductible, the CDW will waive any charge for whatever part of the loss or damage your insurance does not cover. In addition, the CDW will waive any charge for loss of business to OMA due to Jeep® downtime. Neither the CDW or TDW will be effective, even if you have paid for them, if any damage is due to deliberate or willful misconduct or misuse of the Jeep®.

**7. LIABILITY INSURANCE:**

While OMA maintains liability insurance covering the Jeep® which you are renting, your insurance coverage will be primary in the event of any claim. Only after your coverage is exhausted will our insurance make any payments. You agree to indemnify and hold OMA, its owners, agents and employees harmless from and against any and all loss, liability or expense in excess of, or outside the scope or extent of, the coverage provided by OMA's Liability Insurance.

OMA provides liability insurance coverage with limits of coverage at or above the minimum levels required by Colorado law. This coverage does not include "uninsured motorist" coverage. You and OMA hereby agree to reject any such "uninsured motorist" coverage. In the event any coverage beyond that already provided is required to be provided by OMA under Colorado law, you agree that the coverage will be the minimum allowed.

**8. PERSONAL PROPERTY:**

OMA is not liable, under any circumstance, for any loss or damage to your personal property while it is located in the Jeep® or at any other time, regardless of the cause of such loss or damage. In the event your property is lost or damaged, you agree not to make any claim against OMA, its agents, employees or owners for the loss or damage.

**9. ACCIDENTS/LOST OR STOLEN JEEP®:**

If there is an accident involving the Jeep®, you must report it immediately to the police and to OMA. You agree to cooperate with the police and OMA in completing any accident or other reports and will provide the police and OMA any information they request in connection with any accident. This includes witness names, addresses and telephone numbers, witness statements, copies of any citations and all other information.

If the Jeep® is lost or stolen, you must immediately report its loss to the police and to OMA. Whether or not the loss or theft is your fault, you are responsible for paying OMA the full amount of any cost of such loss or theft including any downtime to OMA.

**10. OTHER TERMS:**

- a. If there is any dispute between you and OMA regarding these Terms and Conditions or the Rental Agreement or which in any way relates to your rental of a Jeep® from OMA, any suit regarding such dispute must be brought in the courts of Ouray County, Colorado. You agree to submit to the jurisdiction of the courts of Ouray County, Colorado in the event of any such dispute and agree to accept service of process by mail at the address or addresses which you have given on the Rental Agreement. Any such suit will be decided under the law of Colorado.
- b. You may not assign this Agreement. If you attempt to do so, such attempt shall be null and void and of no force or effect.
- c. The Agreement between you and OMA consists of the Rental Agreement and these Terms and Conditions. These documents contain our entire agreement and there is no other understanding or agreement between you and OMA, either oral or written. Any change in the Rental Agreement or in these Terms and Conditions, or any agreement supplementing or interpreting those documents must be written and signed by both you and OMA to be effective.

***I have carefully read all of the terms contained in this document. Any questions I have regarding the meaning of any of these terms have been fully explained to me by OMA. By signing this Agreement and initialing these Terms and Conditions, I agree to abide by and be bound by each and every term contained in this Agreement. Each Person signing as a Customer or Additional Driver also agrees to be jointly and severally liable for all charges under this Agreement.***

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