

EAGLERIDER TERMS & CONDITIONS

The term this "Agreement" refers to the rental terms set forth above, these Terms and Conditions and all attachments, addendum, releases, acknowledgments, policies, agreements and instruments signed or initialed by any Renter. The terms, "Renter," "I," "me," and "my" refer to the Renters as described above as well as any person or organization to whom charges are billed for the Rental, all of whom are jointly and severally liable for the charges and obligations set forth in this Agreement. The term "EagleRider" refers to J.C. Bromac Corporation, EagleRider, Inc., Eagle Travel Systems, Inc., and each of their affiliated companies. The terms, "you" and "your" refer to the entity listed above as the "Rental Company," J.C. Bromac Corporation, and EagleRider. The term "Vehicle" means the motorcycle or other vehicle identified above and any motorcycle or other vehicle that may be substituted for it, and all its tires, tools, accessories, equipment, keys and vehicle documents. "CDW" means the Theft and Damage Waiver described in the Insurance & Damage Waiver Addendum attached hereto. "Loss of Use" means the loss of your ability to use the Vehicle for any purpose due to damage to it during this rental. Loss of Use is calculated by multiplying the number of days from the date the Vehicle is damaged until it is repaired, times the daily rental rate. The term "Manufacturers" has the meaning as described in Section 5 below. The term "Prohibited Substances" has the meaning as described in Section 6 below. The term "Unauthorized User/Passenger" has the meaning as described in Section 6 below. The term "Addendum" has the meaning as described in Section 9 below. The term "Prohibited Acts" has the meaning as described in Section 13 below.

1. RENTAL. I agree to rent from you the Vehicle listed above and agree to the terms of this Agreement.

2. RETURN OF THE MOTORCYCLE. I will return the Vehicle to your rental office or other location as specified above on the date and time indicated opposite "Time Returned" and "Date Returned," respectively, in the same condition as when received, ordinary wear and tear from proper use accepted. I will return the Vehicle sooner upon your demand. Without limitation to the foregoing, if the Vehicle is returned after closing hours, I will remain responsible for the loss of and any damage to the Vehicle until you inspect it upon your next opening for business. **Any Vehicle not returned within four hours of the return time specified may be reported to the police as stolen.** I waive all claims against you for any

consequences ensuing from you making such report. Failure to return the Vehicle may constitute a crime punishable to the full extent provided under applicable law.

3. RENTAL CHARGES. I will pay for the length of time I rent the Vehicle at the time rate indicated. The minimum charge is one hour. All changes are subject to a final audit. If, upon final audit, an error is found in an earlier calculation, I will pay any undercharges, and I will receive a refund for any overcharges, in either case in excess of One Dollar (\$1.00). I am liable for all charges arising from the terms and conditions of this Agreement. If I have directed a billing for such charges to be transmitted to another person, firm or organization, such as a charge card issuer, who or which, upon receipt of your bill, fails to make payment, I will promptly pay all such charges. I understand that I will be charged the rate per day for a full day even if I do not have the Vehicle for the entire day.

4. TAXES. I will pay all sales, use, rental, and excise taxes, including tax-related surcharges, related to my rental of the Vehicle.

5. WARRANTIES. I ACKNOWLEDGE, UNDERSTAND AND AGREE THAT EACH OF YOU AND THE MANUFACTURER OF THE VEHICLES AND ITS AFFILIATES (THE ‘MANUFACTURERS’) HAVE NOT MADE, DO NOT MAKE, AND DISCLAIM ANY REPRESENTATION OR WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, WITH RESPECT TO THE VEHICLE, INCLUDING, BUT NOT LIMITED TO, ITS DESIGN, CAPACITY, CONDITION, MERCHANTABILITY, OR FITNESS FOR USE OR FOR ANY PARTICULAR PURPOSE. I AGREE THAT NEITHER YOU NOR THE MANUFACTURERS WILL BE LIABLE TO ME FOR ANY LOSS OR OTHER DAMAGES OR EXPENSES OF ANY KIND CAUSED DIRECTLY OR INDIRECTLY BY, OR ARISING IN CONNECTION WITH, THE VEHICLE, ITS USE, OPERATION OR FAILURE TO BE MAINTAINED, OR BY ANY INTERRUPTION OF SERVICE OR LOSS OF USE OF THE VEHICLE.

6. MY REPRESENTATIONS AND PROMISES. I represent to you that (i) I am at least 21 years of age and I am in sound medical condition; (ii) I understand that unique risks are involved in riding a motorcycle or other vehicle listed above; (iii) I have at least 1 year riding experience on, and have been fully trained in the operation of, motorcycles or other vehicles listed above similar to the size and operating characteristics of the Vehicle and possess the skill, knowledge, confidence, and experience on motorcycles or other vehicle listed above

similar to the size and operating characteristics of the Vehicle necessary so as to be able to operate the Vehicle in a safe manner; (iv) I will not operate the Vehicle without wearing a D.O.T. certified helmet and proper eye wear and protective clothing; (v) I possess a valid driver's license in the state or country of my permanent residence that qualifies me to operate a motorcycle or other vehicle with the same rating as the Vehicle; and (vi) I am not under the influence of alcohol, drugs, other illegal substances, medications, controlled substances or any prescription or non-prescription drug (collectively, "Prohibited Substances") which could impair my judgment or ability to operate or ride on the Vehicle. I agree that I will not operate or ride on the Vehicle while under the influence of any Prohibited Substances or otherwise operate the Vehicle in a manner constituting a Prohibited Act as described in Section 13 of this Agreement. I am aware and acknowledge that motorcycle riding and touring on a motorcycle or other vehicle listed above similar to the size and operating characteristics of the Vehicle are very hazardous activities and that the safe operation of a motorcycle or other vehicle listed above similar to the size and operating characteristics of the Vehicle requires training, experience, maturity and unique skills. I have inspected the Vehicle, and have found it to be in very good condition. Additionally, I have had a chance to ask any questions I have about its maintenance, use and operation, and agree to maintain and operate it as required in this Agreement. I am satisfied that the Vehicle is in good operable condition and that I fully understand how to operate or ride on the Vehicle. I agree that I will drive defensively, and will use lights, horn, signals, and other safety equipment at all times and within the limits of the law and my abilities. I will only operate or ride on the Vehicle on public highways and roads. Without limitation to the foregoing, I understand that the Vehicle is not allowed on and I agree that I will not operate the Vehicle on gravel roads, beaches, "logging" roads, and any areas other than paved public roads. I acknowledge that by operating and/or riding on the Vehicle I am facing a substantial risk of serious injury or death from an accident that may or may not be my fault. Notwithstanding this risk, in order to have the opportunity to ride and operate the Vehicle, **I EXPRESSLY AGREE TO ASSUME THE ENTIRE RISK OF ANY ACCIDENTS OR PERSONAL INJURY, INCLUDING DEATH, WHICH I MIGHT SUFFER AS A RESULT OF MY OPERATING OR RIDING ON THE VEHICLE.** I acknowledge that it is my responsibility to determine which helmet size best fits my head and that the Rental Company is not responsible to determine my proper helmet size. Any assistance provided by the Rental Company in choosing a proper fitting helmet are not a substitute for me determining my proper helmet size by trying on helmets and feeling the fit of the helmet. If the Rental Company has provided me a helmet, I acknowledge that the Rental Company has provided me with the helmet size I requested and that the helmet fits me properly and I fully and completely assume all risk as to the proper fitting of the helmet and agree to fully and completely release, defend and indemnify the Rental Company and, in the event J.C. Bromac Corporation is not the Rental Company, EagleRider, and each of their affiliated companies from and against any Liabilities (as defined below in this Agreement) in any way arising in connection with the size, fitting and adequacy of the helmet. I agree to wear at all times, and, if I am the operator of the Vehicle, I will require any passengers on the Vehicle to wear at all times, a properly fitted motorcycle helmet (my own or one provided by Rental Company) that has been approved by the D.O.T. (or, if outside the U.S.A., the appropriate local government authority). **I AGREE THAT I WILL NOT ALLOW ANY**

OTHER PERSON (AN “UNAUTHORIZED USER/PASSENGER”) TO OPERATE THE VEHICLE FOR ANY REASON UNLESS YOU HAVE, IN WRITING, SPECIFICALLY CONSENTED TO SUCH OPERATION AND SUCH OTHER PERSON HAS EXECUTED A COPY OF THIS AGREEMENT. I WILL NOT ALLOW ANY OTHER PERSON (ALSO AN “UNAUTHORIZED USER/PASSENGER”) TO RIDE ON THE VEHICLE FOR ANY REASON UNLESS HE/SHE IS SPECIFICALLY CONSENTED TO, IN WRITING, BY YOU AND SUCH OTHER PERSON HAS EXECUTED A COPY OF THIS AGREEMENT OR EXECUTED AND DELIVERED TO YOU A PASSENGER RELEASE OF LIABILITY FORM (IN A FORM AND SUBSTANCE APPROVED BY EAGLERIDER AT ITS SOLE DISCRETION) BEFORE I ALLOW THEM TO RIDE ON THE VEHICLE.

7. INDEMNITY AND WAIVER/RELEASE OF LIABILITY. I ON MY BEHALF AND ON BEHALF OF MY HEIRS, PERSONAL REPRESENTATIVES, SUCCESSORS AND ASSIGNS (COLLECTIVELY “HEIRS AND ASSIGNS”), IN CONSIDERATION OF THE RENTAL OF AND/OR THE PERMISSION TO RIDE ON THE VEHICLE WAIVE, RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS YOU AND THE MANUFACTURERS, AND EACH OF THEIR PARTY’S RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AFFILIATES AND ASSIGNS (EACH, A “RELEASED PARTY” AND COLLECTIVELY, THE “RELEASED PARTIES”), FROM AND AGAINST ANY AND ALL DEMANDS, CLAIMS, DAMAGES, LOSSES, LIABILITIES, ATTORNEY FEES, LEGAL PROCEEDINGS, WHETHER CIVIL OR CRIMINAL, PENALTIES, COSTS, FINES, OR OTHER SANCTIONS OF ANY KIND (COLLECTIVELY, “LIABILITIES” or “Liabilities”), THAT MAY BE INCURRED BY OR ACCRUE AGAINST ANY RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY RESPECT TO: a. THE RENTAL, USE OR OPERATION OF THE VEHICLE BY ME OR ANY OTHER PERSON; b. IF APPLICABLE, MY PARTICIPATION IN A MOTORCYCLE TOURING EVENT (THE “TOUR”) CONDUCTED BY YOU OR YOUR AGENTS OR REPRESENTATIVES; or c. ANY ASPECT OF THE RECEIPTS OR OTHER MATERIALS PROVIDED TO ME IN THE RENTAL PROCESS; or d. ANY EFFORTS YOU MAKE TO COLLECT AMOUNTS OWED, OR OTHERWISE TO ENFORCE THIS AGREEMENT. THIS INDEMNITY AND WAIVER AND RELEASE WILL INCLUDE, BUT NOT BE LIMITED TO, ANY ALLEGED INJURY, DAMAGE OR LOSS TO MY PERSON, RIGHTS OR PROPERTY (“ALLEGED INJURY”) WHICH MAY BE CAUSED BY ANY ACT, OR FAILURE TO ACT BY ANY RELEASED PARTY, BY ANOTHER PARTICIPANT ON A TOUR, OR ANY OTHER PARTY. THIS INDEMNITY AND WAIVER AND RELEASE WILL APPLY TO ANY ALLEGED INJURY SUSTAINED BY ME BEFORE, DURING, OR AFTER THE RENTAL, INCLUDING BUT NOT LIMITED TO ANY ALLEGED INJURY

RELATED TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE VEHICLE OR THE CONDITIONS UNDER WHICH THE VEHICLE IS USED, AND ANY ALLEGED INJURY RESULTING FROM OR CAUSED BY ANY ACT OR OMISSION CONSTITUTING A BREACH OF MY OBLIGATIONS UNDER THIS AGREEMENT AND/OR ANY OTHER AGREEMENT BY AND BETWEEN ME AND YOU. I ACKNOWLEDGE AND UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNIFICATION EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS I OR ANY OF MY HEIRS AND ASSIGNS HAVE OR MAY HAVE AGAINST THE RELEASED PARTIES ARISING OUT OF THE RENTAL, THE USE AND/OR THE OPERATION OF THE VEHICLE, OR ANY USE BY ANY OTHER PERSON OF THE MOTORCYCLE, INCLUDING WITHOUT LIMITATION ALL SUCH CLAIMS RESULTING FROM THE NEGLIGENCE OF ANY RELEASED PARTY OR ARISING FROM STRICT PRODUCT LIABILITY OR RESULTING FROM ANY BREACH OF ANY EXPRESS OR IMPLIED WARRANTY BY AND ANY RELEASED PARTY. I SPECIFICALLY INTEND THIS RELEASE TO BE ENFORCEABLE REGARDLESS OF WHETHER SUCH CLAIMS NOW EXIST OR HEREAFTER ARISE OR ARE KNOWN OR UNKNOWN, CONTINGENT OR ABSOLUTE, LIQUIDATED OR UNLIQUIDATED OR FORESEEN OR UNFORESEEN OR ARISE BY OPERATION OF LAW, UNDER A STATE, FEDERAL OR LOCAL LAW OR REGULATION, OR OTHERWISE; PROVIDED HOWEVER, THIS INDEMNITY AND WAIVER AND RELEASE DOES NOT RELEASE YOU FROM ANY LIABILITY THAT IS CAUSED BY YOUR INTENTIONAL MISCONDUCT OR FROM ANY OTHER LIABILITY THAT CAN NOT BE EFFECTIVELY RELEASED BY ME UNDER APPLICABLE LAW. WITHOUT LIMITATION TO THE FOREGOING, I AGREE THAT IF FOR ANY REASON ANY UNAUTHORIZED USER/PASSENGER VIOLATION SHOULD OPERATE OR RIDE ON THE VEHICLE IN VIOLATION OF THE TERMS OF SECTION 6 ABOVE (AN "UNAUTHORIZED USER/PASSENGER VIOLATION"), I AGREE TO RELEASE, WAIVE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO INDEMNIFY, DEFEND AND HOLD THE RELEASED PARTIES FROM AND AGAINST ANY AND ALL LIABILITIES THAT MAY IN ANY WAY ACCRUE AGAINST ANY RELEASED PARTY DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING IN ANY RESPECT TO THE UNAUTHORIZED USER/PASSENGER VIOLATION, INCLUDING, BUT NOT LIMITED TO, ANY LIABILITIES RELATING TO ANY INJURY OR DEATH TO THE UNAUTHORIZED USER/PASSENGER. I ACKNOWLEDGE AND UNDERSTAND THAT BY SIGNING THIS RELEASE I AND MY HEIRS AND ASSIGNS AGREE NOT TO SUE ANY OR ALL OF THE RELEASED PARTIES FOR ANY INJURY OR DEATH TO MYSELF, MY RIGHTS OR OTHER PROPERTY, OR TO ANY OTHER PERSON OR SUCH PERSON'S PROPERTY RESULTING FROM OR ARISING OUT OF MY RENTAL, MY USE OR OPERATION OF THE VEHICLE, OR ANY USE BY ANY PERSON OF THE VEHICLE. I ACKNOWLEDGE THAT I AM AWARE OF THE EFFECT OF THIS WAIVER, RELEASE AND

INDEMNIFICATION THAT IS THE SUBJECT OF THIS SECTION 7 AND FULLY UNDERSTAND THE EFFECT OF SUCH WAIVER, RELEASE AND INDEMNIFICATION, AND AGREE TO WAIVE AND RELEASE ON MY BEHALF AND ON BEHALF OF MY HEIRS AND ASSIGNS ALL BENEFITS FLOWING FROM ANY STATE, FEDERAL OR LOCAL LAWS, RULES, STATUTES OR REGULATION WHICH WOULD OTHERWISE LIMIT THE SCOPE OF SUCH WAIVER AND RELEASE, INCLUDING, BUT NOT LIMITED TO, SECTION 1542 OF THE CALIFORNIA CIVIL CODE THAT PROVIDES: "A GENERAL RELEASE DOES NOT EXTEND TO THE 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 RELEASED PARTIES." TO THE EXTENT THAT THE SCOPE OF THIS RELEASE OF LIABILITY IS UNENFORCEABLE IN ANY JURISDICTION, SUCH SCOPE WILL, AS TO SUCH JURISDICTION ONLY, BE DEEMED AMENDED TO THE MINIMUM EXTENT NECESSARY TO MAKE THIS RELEASE ENFORCEABLE IN SUCH JURISDICTION, WITHOUT INVALIDATING ANY OTHER PORTION OF THIS RELEASE OF LIABILITY.

8. OWNERSHIP AND USE. You are the owner of the Vehicle, and neither I nor anyone else will acquire any interest in the Vehicle by reason of this Agreement, except my right to possess and use the Vehicle as renter for the time period indicated and in accordance with this Agreement. **I will not operate the Vehicle outside the continental United States unless given express written permission by you to do so.** I will comply with all laws, ordinances or governmental rules and regulations relating to the use and operation of the Vehicle. **I will check and monitor all appropriate levels, including the engine oil and other fluids at each refueling and report any mechanical failures to you immediately.** I will not service the Vehicle, repair the

Vehicle, or replace any part or accessory of the Vehicle, during the rental period without your prior approval or such actions are at my risk and expense. **I will keep the Vehicle locked while unattended. In case of an accident involving the Vehicle, I will call 911 and notify the police and you immediately.** If I am involved in an accident, I understand that the Vehicle will not be replaced, and this Agreement will automatically be terminated without refund, unless a traffic citation has been issued to the driver of another vehicle or to a person other than me or the additional renter specified above, naming such individual as the cause of the accident.

9. DAMAGE; LOSS OF MOTORCYCLE. I understand and agree that I am fully liable and responsible for the condition of the Vehicle on its return. Without limitation to the

foregoing, if the Vehicle is stolen or damaged irrespective of my lack of negligence or intentional misconduct, I understand and agree that, subject to my purchase of additional insurance coverage under the terms of the Insurance & Damage Waiver Addendum attached hereto (the "Addendum"), I will pay to you the sum of (a) its retail fair market value before theft or damage less its salvage value ("Adjusted Retail FMV"), unless the sum of (i) your repair cost plus (ii) the reduction of the Vehicle's value after repairs (which sum is referenced to as the "Adjusted Repaired FMV") is greater than the Adjusted Retail FMV, in which case, I will pay the latter amount; plus (b) an amount reimbursing you for Loss of Use of the Vehicle based on reasonable downtime or as specified by law (except for theft where the Vehicle is not recovered) and plus (c) all towing and storage charges, all of which are referred to herein as the "Loss." If I believe my responsibility for the Loss is covered by my own insurance or my charge card issuer, but without releasing me of my obligations as provided herein, I will provide you my insurer and policy number or card issuer and its insurer and I will authorize you to collect the Loss directly from the insurer. Again, without relieving me of my obligations as provided herein, I also authorize you to collect the Loss directly from a third party responsible for the Loss. You will refund any sum you collect in excess of the Loss. Without releasing me of any obligation as described above, I understand and agree that the security deposit will be returned to me only if the Vehicle is returned in the same condition that I received it, except for ordinary wear. If the Vehicle is returned in a damaged condition (including without limitation, damage resulting from failure to maintain proper oil and fluid levels), I agree to pay you for all damage to the Vehicle, all parts and labor charges incurred to repair such damage and all Loss of Use as a consequence of such damage. I further acknowledge and agree that you have the right to deduct from my security deposit the amount of all such damage and that I will be responsible for the amount by which the amount of such damage exceeds the security deposit.

10. FUEL SERVICE CHARGE. I will pay a fuel service charge if I return the Vehicle with less fuel than when rented. This charge will be the rate per gallon as specified above multiplied by the number of gallons required to refuel the tank. I acknowledge that the fuel service charge is not a retail sale of fuel.

11. OTHER CHARGES. I agree to pay you all of the following charges that may come due: (i) all fines, penalties, forfeitures, court costs and other expenses (including, without limitation, recovery of expenses for parking, traffic and other violations, including storage liens and charges) that may be assessed against you but which are due by reason of my care, custody, control, possession, operation or use of the Vehicle; (ii) your costs, including reasonable attorneys' fees and court costs through trial and appeals, paralegal fees, incurred in collection of any and all charges due from me to you pursuant to this Agreement; (iii) unless the vehicle is stolen or destroyed, if I do not return the Vehicle on the date and time specified above, an overtime charge of Fifty Dollars (\$50.00) per hour or part thereof; (iv) if

I have agreed with your consent, to return the Vehicle to another location, the One-Way Service Fee specified on the front of this Agreement under "Rental Charges"; (v) if I fail to return the Vehicle to the return location indicated above opposite "Place Out," without your written permission, or if you elect to repossess the Vehicle in accordance with the terms of this Agreement, Fifty (\$50.00), plus \$5.00/mile for every mile between the renting location and the place where the Vehicle is returned or abandoned, plus all other expenses you may incur in locating and recovering the Vehicle; (vi) a reasonable fee, not to exceed Forty Dollars (\$40.00) to the extent you reasonable deem it necessary to clean the Vehicle upon my return for excessive stains, dirt or soilage attributable to my use; (vii) all costs, including pre- and post-judgment attorney fees, you incur collecting payment from you or otherwise enforcing our rights under this Agreement; (viii) Twenty-five Dollars (\$25.00) or the maximum amount permitted by law, whichever is greater, if I pay you with a check returned unpaid for any reason and/or (ix) all other costs, expenses and/or charges incurred by you in connection with any misrepresentations under and/or breach the terms or conditions of this Agreement. You may retain the security deposit and other funds paid by me to you to the extent necessary (a) to reimburse you for any costs, expenses and/or charges` incurred by you in connection with such misrepresentation or breach or (b) to pay you for any amounts I owe you under the terms of this Agreement.

12. PROHIBITED USE OF THE MOTORCYCLE. I will not use or permit the Vehicle to be (i) used, operated or driven by any person other than me or the Additional Authorized Driver(s)specified above; (ii) to carry passengers or property for hire; (iii) to tow or push anything; (iv) to be operated in a test, race or contest or on unpaved roads; (v) to instruct an unlicensed person in the operation of the Vehicle; (vi) while I am under the influence of alcohol or a controlled substance, or a prescription or non prescription drug which could impair the operator's ability to operate the Vehicle; (vii) for an illegal purpose, including, but not limited to, the transportation of a controlled substance or contraband and/or (viii) used in a manner constituting a Prohibited Act as described in Section 13 below. A violation of any of the provisions of this Section will entitle you, at your option, to immediately terminate this Agreement and the rental of the Vehicle and I agree to indemnify you for all Liabilities, Loss fines, forfeitures, liens and recovery and storage costs, including all related legal expenses in any way arising in connection with such violations.

13. LIABILITY INSURANCE. I understand that anyone operating the Vehicle as permitted by this Agreement will be afforded coverage with a liability insurance Policy the "Policy"), made available by you through third party insurers, against liability for causing bodily injury or death to others or damaging the property of someone other than the operator and/or the Renter only up to the **minimum** financial responsibility limits required by applicable law of the State in which I picked up the Vehicle (the "Required Minimum Amount"). Where the law extends coverage to a non-permitted operator, the same limits will apply. I understand

and agree that you can provide coverage under a certificate of self-insurance or an insurance policy, or both, as you choose. In any case, I acknowledge and agree that a copy of the Policy and/ or certificate has been made available for my inspection at the office from which I picked up the Vehicle. In the event of any inconsistency or conflict between the terms of the Policy and this Agreement, the terms of the Policy shall be deemed controlling and shall supersede the terms of this Agreement, which Agreement shall be deemed amended so as to be consistent with the terms of the Policy. Without limitation to the foregoing, I understand and agree that the coverage provided by the Policy is subject to all of the conditions and exclusions of a standard vehicle liability insurance policy, including all requirements as to notice and cooperation on my part, all of which are made a part of this Agreement. **THE FOREGOING INSURANCE COVERAGE PROVIDED BY YOU WILL BE EXCESS OVER ANY APPLICABLE INSURANCE AVAILABLE TO ME OR ANY OTHER OPERATOR, FROM ANY OTHER SOURCE, WHETHER PRIMARY, EXCESS, SECONDARY OR CONTINGENT IN ANY WAY.** I understand and agree that my own motor vehicle insurance or credit card agreement may cover any damage or loss to the Vehicle. **IN THIS REGARD, I UNDERSTAND THAT I AM RESPONSIBLE FOR ALL DAMAGES OR LOSSES I CAUSE TO OTHERS AND THAT I AGREE TO PROVIDE LIABILITY, COLLISION AND COMPREHENSIVE INSURANCE COVERING ME, YOU AND THE VEHICLE AND THAT MY INSURANCE IS PRIMARY TO THE POLICY AND ANY OTHER INSURANCE YOU MAY MAINTAIN.** I understand that you will not provide (i) coverage for fines, penalties, punitive or exemplary damages; (ii) coverage for bodily injury to, or death of, me while not an operator, or any member of my family or the operator's family; (iii) defense against any claim after applicable limits of coverage that you furnish have been tendered; or (iv) supplementary no fault and/or personal injury protection insurance, non-compulsory uninsured or underinsured motorist coverage, and any other optional or rejectable coverage, and you and I reject all such coverages to the extent permitted by law. In the event any of these coverages are required by law in connection with the rental of the Vehicle, the coverage limits will be the minimum required under such law. **I UNDERSTAND AND AGREE THAT EXCEPT AS REQUIRED BY APPLICABLE LAW AND/OR AS EXPRESSLY PROVIDED OTHERWISE UNDER THE TERMS OF THE POLICY, I WILL NOT BE COVERED BY THE POLICY AND/OR ANY CDW AND/OR ADDITIONAL LIABILITY INSURANCE COVERAGE AS DESCRIBED IN SECTION 14 BELOW IN THE EVENT ANY INJURY, DEATH OR DAMAGE: (A) IS CAUSED BY ANYONE WHO IS NOT AN AUTHORIZED DRIVER, OR BY ANYONE WHOSE MOTORCYCLE DRIVING LICENSE IS SUSPENDED IN ANY JURISDICTION; (B) IS CAUSED BY ANYONE UNDER THE INFLUENCE OF ANY PROHIBITED SUBSTANCES; (C) IS CAUSED BY ANYONE WHO OBTAINED THE VEHICLE OR EXTENDED THE RENTAL PERIOD BY GIVING YOU FALSE, FRAUDULENT OR MISLEADING INFORMATION; (D) OCCURS WHILE THE VEHICLE IS USED IN FURTHERANCE OF ANY ILLEGAL PURPOSE OR UNDER ANY CIRCUMSTANCE THAT WOULD CONSTITUTE A VIOLATION OF LAW, OTHER THAN A MINOR TRAFFIC VIOLATION; (E) OCCURS WHILE PUSHING OR TOWING ANYTHING, OR IN ANY RACE, SPEED TEST OR CONTEST, OR**

WHILE TEACHING ANYONE TO DRIVE A MOTORCYCLE; (F) OCCURS WHILE CARRYING DANGEROUS OR HAZARDOUS ITEMS OR ILLEGAL MATERIALS IN OR ON THE VEHICLE; (G) OCCURS OUTSIDE THE GEOGRAPHIC LIMITATIONS INDICATED ON THIS AGREEMENT; (H) OCCURS AS A RESULT OF DRIVING THE VEHICLE ON UNPAVED ROADS; (I) OCCURS AND THE ODOMETER HAS BEEN TAMPERED WITH OR DISCONNECTED; (J) OCCURS WHEN THE VEHICLE'S FLUID LEVELS ARE LOW, OR IT IS OTHERWISE REASONABLE TO EXPECT ME TO KNOW THAT FURTHER OPERATION WOULD DAMAGE THE VEHICLE; (K) IS A RESULT OF MY WILLFUL, WANTON OR RECKLESS ACT; (L) OCCURS AND I FAIL TO SUMMON THE POLICE TO ANY VEHICLE ACCIDENT INVOLVING PERSONAL INJURY OR PROPERTY DAMAGE; AND/OR (M) OCCURS AS A RESULT OF MY MAKING ANY MISREPRESENTATIONS UNDER AND/OR OTHERWISE BREACHING THE TERMS OR CONDITIONS OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, THE TERMS OF SECTIONS 6, 8 AND/OR 12 ABOVE (COLLECTIVELY, (A) THROUGH (M), THE "PROHIBITED ACTS" or "Prohibited Acts"). I AGREE TO INDEMNIFY YOU AND, IN THE EVENT J.C. BROMAC CORPORATION IS NOT LISTED AS THE RENTAL COMPANY, EAGLERIDER FROM ALL LIABILITIES IN ANY WAY ARISING IN CONNECTION WITH ANY PROHIBITED ACTS. I understand that passengers are not covered for personal injury under your liability insurance and therefore ride at their own risk. I acknowledge responsibility for any passengers I carry on the Vehicle and agree to fully and completely indemnify you and, if J.C. Bromac is not listed as the Rental Company, EagleRider, from any Liabilities.

14. AVAILABILITY OF ADDITIONAL LIABILITY INSURANCE. As set forth on the Addendum, I may purchase CDW and additional liability insurance coverage. In the event I so purchase said additional liability insurance coverage, the coverage so purchased by me will be primary and the combined limits of liability protection will be as set forth in such Addendum and the documents referred to therein. The additional coverage will be provided under a separate policy of excess liability insurance more fully described in the available **brochure and is subject to all of the conditions and limitations described in the Addendum and Section 13 above**, except that notwithstanding anything contained in this Agreement to the contrary, **IN THE EVENT OF ANY INCONSISTENCY OR CONFLICT BETWEEN THE TERMS OF SUCH POLICIES FOR ADDITIONAL COVERAGE AND THIS AGREEMENT, THE TERMS OF SUCH POLICIES SHALL BE DEEMED CONTROLLING AND SHALL SUPERSEDE THE TERMS OF THIS AGREEMENT, WHICH AGREEMENT SHALL BE DEEMED AMENDED SO AS TO BE CONSISTENT WITH THE TERMS OF SUCH POLICIES.** I understand that if I have purchased additional liability insurance or CDW under the Addendum, the coverage of such additional liability insurance and/or the waiver of your right to collect from me a portion of any damages to the Vehicle as afforded me under the terms of such additional

liability insurance and/or CDW will not be applicable and you will not be required to waive such right in the event such damages are the result of any Prohibited Acts. Notwithstanding the foregoing, I understand and agree that any additional liability insurance and/or CDW purchased by me shall not be applicable in connection with any damages or liabilities incurred in connection with operating the Vehicle and/or being in Death Valley, California during the period commencing as of June 1 and terminating as of September 30.

15. INDEMNIFICATION. I agree to indemnify you and, if J.C. Bromac is not listed as the Rental Company, EagleRider for any loss, liability and expense that any of you incur arising out of any breach of any representation, warranty, covenant, agreement or obligation made by me in this Agreement and/or any documents, instruments or releases expressed herein.

16. REPOSSESSING THE VEHICLE. I understand and agree that you can repossess the Vehicle anytime it is found illegally parked, unlocked, being used to violate the law or the terms of this Agreement, or appears to be abandoned. You can also repossess anytime you discover that I made a misrepresentation in the Agreement or in any other document to obtain the Vehicle. I waive, to the extent permitted by applicable law, any and all rights to prior notice and/or hearing prior to the repossession of the Vehicle by you, your employees, agents or contractors.

17. COLLECTIONS. All charges, fees and expenses, including payment for loss or damage to the Vehicle are due at your demand. If I do not pay all charges when due, I agree to pay a late charge on the past due balance equal to the lesser of 1½% per month and the maximum rate permitted by law. In addition, I will pay any collection costs, including your reasonable attorney's fees, if I fail to pay, when due, any amount due in under the terms of this Agreement.

18. CHARGE CARD. I acknowledge that I have been informed that my credit card company may charge, set aside or reserve an amount up to the estimated total charges due under this Agreement, and I hereby expressly consent to the reservation or settling aside of that amount. My signature hereon authorizes you to charge the charge card I presented to you for payment, for any and all other charges arising from the terms and conditions of the Agreement.

19. PROPERTY IN THE VEHICLE. You are not responsible for the loss or damage to any property left, stored, or transported by me, or any other person, in or upon the Vehicle, or on your premises, or received or handled by you, either before or after the return of the Vehicle, regardless of who is at fault. I will indemnify you and, in the event J.C. Bromac is not listed as the Rental Company, EagleRider from and against any and all claims, demands, and/or causes of action brought by others for any such loss or damage.

20. NO ASSIGNMENT. I will not sell, transfer, assign, sublease, or transfer any of my interest in this Agreement or the Vehicle and any such attempted assignment, sublease or transfer is void and of no effect.

21. EAGLERIDER PRIVACY POLICY. I acknowledge and agree that I have been provided a copy of and have reviewed, accepted and approved the terms and conditions of EagleRider's Privacy Policy.

22. DISPUTE RESOLUTION. a. Subject to the exception listed below in this Paragraph 22a, the validity and interpretation of the Agreement and the rights and obligations of the parties shall be governed in all respects by the laws of (i) California, in the event EagleRider is the Rental Company or (ii) state of the Vehicle pick-up location, in the event EagleRider is not the Rental Company. Notwithstanding the foregoing, the arbitration clause set forth below shall be exclusively governed by and should be construed in accordance with the Federal Arbitration Act. b. Any dispute, controversy or claim arising out of, or relating to, this Agreement, any related agreement and/ or any of the transaction(s) and/or the performance or failure to perform any obligations contemplated by this Agreement (individually a "Dispute", collectively, the "Disputes") must be determined by binding arbitration in Los Angeles County, California (the "Venue"), under the rules for commercial arbitration of the American Arbitration Association (the "Rules"), except to the extent that the express provisions of this Agreement vary the Rules. Disputes include, but are not limited to, actions for breach of contract, claims based upon tort and/or any other causes of action, including, but not limited to, claims based upon applicable federal or state statute. If the Dispute is for an amount not in excess of \$100,000, the arbitration shall be conducted by one arbitrator selected by the parties hereto in accordance with the Rules. If the Dispute is for an amount in excess of \$100,000, the arbitration shall be conducted by a panel of three arbitrators, one selected by you and one by me and the third to be selected jointly by the two arbitrators designated by the parties hereunder from a list of six arbitrators provided by the American Arbitration Association. This arbitration clause shall not deprive either party of any right it may otherwise have to seek provisional injunctive relief from a court of competent jurisdiction. There shall be no discovery beyond that required for an arbitration proceeding

by applicable state law, unless the parties mutually agree otherwise by a writing signed by officers of the parties or the arbitrator

determines that manifest injustice would occur without carefully limited additional discovery. The arbitrator shall have no power to make any award that modifies or suspends any lawful provision of this Agreement and must provide a reasoned award. Judgment on any award may be entered by any court of competent jurisdiction. The arbitrator shall not have power to award damages in connection with any Dispute in excess of actual compensatory damages and shall not award punitive or similar damages. Each party shall bear its own fees and expenses with respect to the arbitration and any proceeding related thereto and you, on the one hand, and I, on the other hand, shall share equally the fees and expenses of the arbitrator. Any arbitration or litigation between me and you shall be conducted on an individual basis and not on a consolidated or class-wide basis. The award rendered by arbitration shall be final and binding upon the parties, and the judgment upon the award may be entered in any court of competent jurisdiction in California. This provision shall not prevent either party from seeking injunctive relief from a court of competent jurisdiction in California, pending the initiation or outcome of the arbitration or from bringing an action in such court to compel arbitration under this Agreement and/or to enforce any arbitration award. c. **Except as expressly provided otherwise in this Section 22, no party hereto shall initiate or prosecute any civil litigation or administrative action in any way related to any Dispute; provided, however, to the extent so permitted under this Section 22,** each of the parties hereby (1) irrevocably and unconditionally submits to exclusive jurisdiction of the courts of the State of Los Angeles with respect to any and all actions or proceeding to be litigated under or pursuant to this Agreement; (2) agrees that all claims with respect to any such action or proceeding shall be heard and determined in such Los Angeles State court and agrees not to commence any action or proceeding relating to this Agreement except in such court, (3) irrevocably and unconditionally waives any objection to the laying of venue of any action or proceeding arising out of this Agreement, and irrevocably and unconditionally waives the defense of an inconvenient forum, (4) agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in any other jurisdictions by suit on the judgment or in any other manner provided by law.

23. MISCELLANEOUS/ENTIRE AGREEMENT. The paragraph headings are inserted in the Agreement for convenience of reference and shall not affect the meaning or interpretation of this Agreement. This Agreement constitutes the entire Agreement between me and you. It supersedes all earlier or contemporaneous oral or written communications or representations of any kind, expressed or implied, and I am not relying upon any such communications or representations in entering into this Agreement. If any of the provisions of this Agreement are determined to be void, invalid or unenforceable in part, the remaining provisions, and the enforceable portions of any partially unenforceable provisions, shall nevertheless be binding

and enforceable to the maximum extent possible for the interpretation and enforcement of this Agreement.

24. NO CHANGES OR WAIVER. No provisions of this Agreement may be modified, waived or discharged except by a writing signed by your authorized representative. No waiver by either party hereto at any time of any breach by the other party hereto of, or failure to be in compliance with, any condition or provision of this Agreement to be performed by such other party, shall be deemed a waiver of any other breach or failure.