

## **EXPRESS ASSUMPTION OF RISK/RELEASE OF LIABILITY FOR NEGLIGENCE**

This equipment rental agreement is made between the undersigned as Lessee(the "Lessee") and I ,Francesco Palmieri owner of GM Motor Center GMMCR (the "Lessor")

1. The Lessee hereby expressly assumes all risks, seen and unforeseen, of operating any equipment subject to this lease agreement and hereby agrees not to sue the Lessor for negligence in the event the Lessee is injured in any way as a result of the operation of this equipment.
2. The Lessee acknowledges that the operation of the equipment subject to this lease includes the possibility of accidental injury or death to operation in hazardous travel conditions which may be present at the time of use which include, but are not limited to ruts, potholes, gravel, sand, slippery roads due to oil and/or water, animals and/or other traffic and the Lessee hereby agrees to assume the risk of any injuries resulting from the above named hazards encountered while operating the equipment in question. These rental products may include recreational vehicles which carry a passenger. It is understood that the passenger agrees to assist the driver with the safe use of the vehicle and agrees not to jeopardize the safe operation.
3. Lease of equipment. The Lessor hereby agrees to rent to the Lessee, and the Lessee hereby agrees to rent from the Lessor, the equipment specified below (collectively the "Equipment") upon the terms and conditions contained in this Agreement.
4. Fees and conditions of Equipment. The Lessee shall pay all charges set forth below and return the Equipment at the time designated by the Lessor and in the same conditions when possession of the equipment was delivered by the Lessor to the Lessee. The Lessor reserves the right to charge late or damage fees to the credit card of the Lessee. In the event that only one Lessee provides identification and signs this Agreement and there are multiple users of the rental equipment, that signature shall accept complete responsibility for those additional Lessees, according to this contract. This responsibility shall also extend to the party that has paid for charges with a credit card. In the event of any late charges or damages, the party accepts full responsibility for paying for any other renter's obligations to the Lessor and agrees to let the Lessor make additional charges to their credit card, if necessary.
5. The Lessee is authorized to use the equipment only within the State of Italy.
6. Sole Use. The Lessee shall be the sole and exclusive user of the equipment. The Lessee acknowledges and agrees that the Lessor may bring a charge of fraudulent conveyance against the Lessee if anyone other than the Lessee uses or operates the equipment.
7. Minors. If the user of the equipment is to be a minor, the parent or legal guardian must also execute this Agreement as an additional Lessee. The parent or guardian agrees to be fully bound by the terms of this Agreement as a party hereto, and to undertake the legal obligations hereof, including those imposed by the rental payment and indemnification provisions, by saving Lessor harmless from all injuries or injuries to himself/herself, or any minor child, third party or damage to any property whatsoever, including situations wherein any damage or injury is caused by Lessor's own negligence in any way.
8. Risk of Loss. The Lessee shall pay for all damages to or loss of the Equipment until the Equipment is returned to the Lessor's possession.
9. The Lessee including the parent of any minor permitted to rent the Equipment, shall be solely liable for and shall be indemnify and save harmless the Lessor from any and all property damage or personal injuries to self, passenger, and/or third parties arising from the use of the Equipment while under Lessee's possession, control or operation. This release of liability and to save harmless and indemnification provision shall apply even if the negligence is due to the Lessor's own negligence or the Lessor has contributed to the damage or injury in any way.
10. **Insurance** Coverage. The policy **covers civil liability**. The scooters are also insured against **fire and theft** (only motorbike). In case of theft there is ,however, the non-refundable charge equal to the fixed fees decided by the insurance company. The exemption of damages from fire and theft is conditional to the return of the keys of the scooter. The Lessee and/or third parties authorised to operate the equipment are covered by an insurance policy available at the GMMCR. This policy covers civil liability as regards third parties for damage to animals or things within the limits provided for by the law and regulations in the country in which the vehicle is registered. In case of fire or theft the Lessee is liable of report the event to the local Authorities and to provide GMMCR within 24 hours of the original copy of the report. **And' possible to also assure driver the driver of the scooter whit an extra payment equal to the 10% of the total one of the rental.**
11. Repossession. The Lessor reserves the right to repossess the equipment at any time should the Lessee violate any local and/or other regulations and laws dealing with the operation of the equipment or any of the terms and conditions in this Agreement.
12. Rights Upon Repossession. The Lessor may repossess the Equipment for improper operation as deemed by the Lessor, in its sole discretion, and there shall be no refund to the Lessee of amounts previously paid by the to the Lessor hereunder in the event of such repossession. The Lessor reserves the right to charge a fee for any delay on the return of the Equipment, equal to the daily amount of the Equipment rental adding a 15% for the first week, and the 25% until the return of the vehicle or to the date when GMMCR will repossess the Equipment.

Signature ( The Lessee ) \_\_\_\_\_



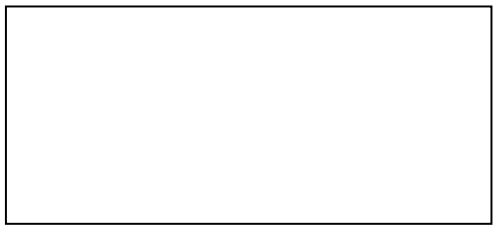
- 13. Fines and similar. In case of non-delivery of the Equipment keys, caused by theft or loss the Lessee will be charge the amount of Euro 250,00. The non-delivery of the original copy of the Registration Book of the scooter caused by theft or loss, will obligate the Lessee to sustain all the charges for the new Registration of the Equipment that would be around Euro 180,00 for scooters and around Euro 350,00 for motor-bike.
- 14. Payment. GMMCR accepts cash or credit card as forms of payment .Such payment needs to be effected at the time of the pick-up of the vehicle otherwise at the time of the return of the vehicle.
- 15. Headings. The headings of this Agreement are for convenience only and shall not affect the meaning or interpretation of this Agreement.
- 16. Governing Laws. This Agreement shall be governed by and construed in accordance with the laws of the State of Italy. The parties hereto acknowledge and agree that the terms of this Agreement are binding under the state and local laws relating to the subject matter hereof. It is the intention of the Lessee by this Agreement to exempt and release GM Motor Center Rent, its agents, servants and/or employees and all related entities from all liability whatsoever for personal injury, property damage, or wrongful death caused by negligence of any party. I have fully informed myself of the contents of this document by reading it before I signed it on behalf of myself and/or my heirs.  
The undersigned hereby state that he or she is a competent user of the Equipment.

**MOTOR SCOOTER RULES:**

- 1. All drivers must have a valid driver license to operate the scooter
- 2. **Helmetts are mandatory in the State of Italy.**
- 3. All renters must be at least 18 years old.
- 4. Motor scooter operators must obey all traffic laws.
- 5. Do not ride scooters while under the influence of alcohol or drugs.
- 6. All scooters are provided with type-tested helmet, registration book and full tank ( till 150cc ). **The scooters 250cc and 400cc are rented with a full tank and returned with the same quantity of fuel, a refuelling service of € 5.00 will be charged in addition to the cost of the missing fuel. The rental price includes a maximum of 100 kilometres /day ; for any additional kilometre it will be charged a fee of € 0.20/ kilometre.**

damages

GMMCR  
(The Lessor)



**THE LESSEE** \_\_\_\_\_  
 Driver license # \_\_\_\_\_  
 Issued \_\_\_/\_\_\_/\_\_\_ Date of birth \_\_\_/\_\_\_/\_\_\_  
 Place of birth \_\_\_\_\_

Address \_\_\_\_\_

Credit card \_\_\_\_\_ expiration date \_\_\_/\_\_\_/\_\_\_ e-mail \_\_\_\_\_  
 phone # \_\_\_\_\_

**Payment :** Deposit € \_\_\_\_\_ Balance € \_\_\_\_\_ Beginning kilometres (200, 250, 400 cc) \_\_\_\_\_ KM

**Rental period :** Time out \_\_\_\_\_: \_\_\_\_\_ am/pm of \_\_\_/\_\_\_/\_\_\_ time in \_\_\_\_\_: \_\_\_\_\_ am/pm of \_\_\_/\_\_\_/\_\_\_

Tag #

Signature (The Lessee) \_\_\_\_\_

Applicability of Agreement. According to law 1341 , 1342 and 1469 ss. C.C. the Lessee acknowledges and agrees that he has read this agreement and understands all the terms and the provisions contained herein (starting from heading 1 to 16).In case of any misunderstanding will prevail the Italian version of the contract.

Signature (The Lessee ) \_\_\_\_\_

According to the law 13 D. Leg 30/06/2003 n. 196 , I acknowledge and agree to authorized Francesco Palmieri , owner of GMMCR , to the use of any information that could lead to the identification of my person exclusively with specific purposes related to the GMMCR rental business.

Signature (The Lessee ) \_\_\_\_\_

