

**WAIVER OF LIABILITY
& ASSUMPTION OF RISK**

*****READ THIS AGREEMENT CAREFULLY*****

1. **Knowingly Entering into this Agreement.** RENTER wishes to participate in a RV rental services (“Activities”) offered by ESCAPEPOD LLC (“the Company”) as described in Paragraph 2 of this Agreement and knowingly enters into this Waiver of Liability and Assumption of Risk Agreement (“the Agreement”). RENTER had adequate time to review agreement and address any questions, concerns, and options. RENTER understands the Agreement and agrees to be legally bound by it.

_____ (INITIAL)

2. **Description of Activities (referred to individually and collectively as “the Activities”).**
RENTER understands they are renting a 2015 Mercedes Class B RV, owned by ESCAPEPOD LLC., through a 3rd Party rental service provider either (Outdoorsy, RVShare or RVnGo) which requires insurance and offers roadside service and optional trip interruption services to offset perils, incidents, breakdowns, malfunctions, and risks for the duration of the rental agreement. ESCAPEPOD LLC performs a reasonable best effort and in accordance with the guidelines set forth by the 3rd Party rental services and the manufacturer service guidelines to ensure the RV is safe and maintained.
3. **Assumption of Risk.** RENTER understand that the vehicle rental offered by the ESCAPEPOD LLC and described in the Agreement, even under the safest conditions, may be hazardous and that participation may expose RENTER and their fellow travelers to elements of risk and losses that may include but are not limited to loss of vacation days or damage to personal property, bodily injury, psychological damage, or death. Risks and perils include, but are not limited to, the following: breakdown, vehicle malfunction, RV system malfunction, weather delay, accident, force of nature, theft, medical situations, or vehicle damage.

It is understood by RENTER the RV being rented is a complex mechanical device with dozens of interacting systems (mechanical and electronic) which are prone to failures. Potential failures may not be able to be diagnosed in advance by skilled service technicians nor ESCAPEPOD LLC. As a result, a risk, peril, or malfunction may occur which could alter or delay RENTER’S itinerary. ESCAPEPOD LLC is not liable to refund or compensate for lost days of rental activity or opportunity costs resulting from an incident, risk, or peril such as: breakdown, accident, engine malfunction, RV system malfunction, weather delay, theft, vehicle damage, medical situation, or force of nature.

Unless RENTER is determined at fault by agent of ESCAPEPOD LLC, or malfunction is listed as RENTER’S responsibility on the predeparture Check-In form, ESCAPEPOD LLC may, at ESCAPEPOD LLC’S sole discretion, opt to pay for some necessary repairs to expeditiously return the RV to service for the remainder of the rental. However, additional fees to cover costs of parts, labor, taxes, and miscellaneous expenses payable to ESCAPEPOD LLC may be levied upon RENTER.

ESCAPEPOD LLC reserves the right to seek reimbursement from 3rd Party Rental, insurance, repair shops, and warranty services, but that does not absolve RENTER’S obligation to remedy for damages or loss. Irrespective of fault, in the event that a RENTER incurs costs and expenses resulting from a breakdown or malfunction, including but not limited to unplanned lodging, transportation, food, meals, clothing, personal effects, medical expenses, forgone activities, RENTER is fully and solely responsible for their unplanned costs and expenses. RENTER is fully and solely responsible for returning ESCAPEPOD LLC vehicle and property to destination of origination in complete and full working order per the departure checklist.

In the event the vehicle or property is not returned in whole, then the security deposit will be withheld and other fees may be payable to ESCAPEPOD LLC. Failure to return RV whole and in full operational per departure checklist, condition may impact subsequent rentals resulting in loss of income for ESCAPEPOD LLC. ESCAPEPOD LLC reserves the right to seek compensation for lost revenue.

IT IS STRONGLY RECOMMENDED RENTER CONSIDER TRAVEL INSURANCE OR TRIP INTERRUPTION INSURANCE TO COVER UNFORESEEN EVENTUALITIES, RISKS, AND PERILS. ESCAPEPOD LLC DOES NOT ENDORSE OR RECOMMEND A PARTICULAR BRAND OF TRIP OR TRAVEL INSURANCE. A DECISION TO PURCHASE TRAVEL INSURANCE AND FROM WHICH COMPANY IS SOLELY THE DECISION OF RENTER.

In addition to unknown risks, RENTER is fully aware of the dangers and risks to their person, fellow travelers, and property and elects to voluntarily engage in the rental Activities. RENTER understands they are under no obligation or compulsion to engage in the Activities and RENTER elects to engage in the Activities on their own free will with full knowledge of and assumption of the risk inherently associated with said Activities.

4. **Acknowledgment of "Opt Out" Opportunity.** RENTER acknowledges that they were presented the opportunity to engage in the Activities without entering into this Agreement on the following terms: RENTER has the option to opt out of this waiver, or bargain, but an additional risk premium will be added to the security deposit in the amount of \$300 per day times the number of days of duration in the rental agreement. Security deposits are held in escrow by the 3rd party rental company. In accordance with the 3rd Party's policy, upon vehicle return, inspection, and check-in, the security deposit will be released to the RENTER's account less any fees determined by agent of ESCAPEPOD LLC. RENTER elected, on their own free will, without any coercion of any kind, to enter into this Wavier of Liability and Assumption of Risk. The opportunity to engage in the Activities, along with the opportunity to engage in the Activities on the terms under which RENTER engaged rather than the alternate terms, is adequate and sufficient consideration for this Agreement.

5. **WAIVER OF LIABILITY AND INDEMNIFICATION.** RENTER, INDIVIDUALLY, AND ON BEHALF OF FELLOW TRAVELERS, HEIRS, SUCCESSORS, ASSIGNS AND PERSONAL REPRESENTATIVES, HEREBY AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS, AT ITS OWN EXPENSE AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE COMPANY ALONG WITH ITS OWNERS, OFFICERS, EMPLOYEES, AGENTS, UNIT HOLDERS, INSURERS, HEIRS, SUCCESSORS AND ASSIGNS FROM ANY AND ALL CLAIM, CHARGE, LIABILITY, LOSS, DAMAGE OR EXPENSE, WHICH ARISES OUT OF, OCCURS DURING, OR IS ANY WAY CONNECTED WITH PARTICIPATION IN THE ACTIVITIES.

6. **Miscellaneous.** RENTER agrees that this Waiver of Liability and Assumption of Risk is governed by the laws of the State of Wisconsin and any disputes arising from my participation in the Activities or this Agreement shall be venued in DANE county, Wisconsin. RENTER agrees that they will be responsible for ESCAPEPOD LLC's attorney's fees in any dispute involving the Activities or this Agreement and that RENTER will also be responsible for the Company and/or its insurers' or affiliates' attorney's fees in the event the Company is the prevailing party.

RENTER:

I UNDERSTAND AND AGREE TO THE TERMS IN THIS WAIVER.: _____ (initial)

-OR-

I CHOOSE TO OPT OUT.

ESCAPEPOD LLC WILL HOLD ADDITIONAL SECURITY DEPOSIT. : _____ (initial)

RENTER

Dated

ESCAPEPOD LLC. (Member)

Dated