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# ATV Rental Agreement

## RENTAL AGREEMENT

**Breakdown Emergency #**

301-555-3857

**DATE:**

11/15/2019

**EMP:**

Jason Smith

**STORE:**

West Elm Street Location

The undersigned hereby rent from <Insert Rental Company> a <Insert State> corporation, (“<Insert Rental Company>”) the following described all-terrain vehicle (ATV) or equipment for a limited period of time, upon the following terms and conditions.

**Full Name**

John Michaels

**Drivers License**

M348573948

**Date of Birth**

08/04/1999

**Residence Address**

123 Main Street  
Rockville, MD 20852

**Cellular Telephone**

240-555-3837

**Home Telephone**

240-555-3821

**Email Address**

jm348@gocanvas.com

NO WARRANTY - NO  
INSURANCE PROVIDED  
INHERENTLY DANGEROUS  
ACTIVITY

<Insert Rental Company> makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety, drivability or fitness for any particular purpose of any vehicle or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by <Insert Rental Company> in its “as is” condition with all faults. The undersigned hereby acknowledge that riding ATV/UTVs in the sand dunes and deserts of <Insert State> with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. <Insert Rental Company> strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. <Insert Rental Company> does not provide medical insurance and advises that serious injuries can be financially devastating. The

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undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release <Insert Rental Company> of any duty legally owed to me in relation to the conduct of this activity.

## TERMS AND CONDITIONS -READ THIS CAREFULLY

**1. RULES OF OPERATION.** I agree to follow and be bound by the General ATV/UTV Operation Rules on the reverse and made a part of this agreement.



### **2. NOTIFICATION OF STATE VEHICLE CODE (CVC) REQUIREMENTS**

**CVC§38503(b):** All customers under age 18 without an All Terrain Vehicle Safety Institute (ASI) Certificate/Card shall be supervised by an adult with the Certificate/Card. **CVC§38603(c):** All customers under age 18 without adult supervision shall possess an ASI Safety Certificate/Card. **CVC§38504:** All customers under age 14 shall be under the direct supervision of an adult with the ASI Certificate/ Card. I understand that failure to possess the

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**3.LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** I agree that only the persons signing or otherwise identified in this agreement will operate the rented ATV/ UTV(s), other vehicle(s), or equipment and that passengers will not be carried on any ATV. Riders under the age of 18 years must provide <Insert Rental Company>with a written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other person with permission of any undersigne

**4.ASSUMPTION OF RISK.** I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from <Insert Rental Company>, for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition and possession of the above identified ATV/UTV or any other ATV/UTV and/or equipment received or obtained from Steve's ATV Rentals

**5.WAIVER AND RELEASE OF CLAIMS.**  
The undersigned, on behalf of myself, my

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spouse (if any), my child, any minor for whom I am the guardian, my heirs and successors in interest, now and forever waive, release and discharge Steve's ATV Rentals, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including but not limited to personal injury, wrongful death an

**6. COVENANT NOT TO SUE.** I agree and covenant on behalf of myself, my children and any minor for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against <Insert Rental Company> or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against <Insert Rental Company> and its shareholders, directors, officers, employee's, a

**7. INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnitee), protect and hold Steve's ATV Rentals, its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) for death of or injury to any person or damage to any property

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whatsoever arising from or caused in whole or in part, directly or indirectly, fr

**8.PARTIAL INVALIDITY/CHOICE OF LAW.** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver and release shall be governed and construed under the laws of the State.

**9.EXPENSES OF ENFORCEMENT.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees and all costs and expenses incurred in pursuit thereof.

**10.ENTIRE AGREEMENT, NO ORAL MODIFICATION.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized corporate representative of <Insert Rental Company>

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**11.PARENTAL CONSENT.** I \_ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed ATV/UTV or any other vehicle or equipment I may obtain from <Insert Rental Company>may be used and operated by such minor(s) in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement

**12.NOTIFICATION OF OREGON VEHICLE CODE (OVC) REQUIREMENTS** Ref: ORS 801.193) Effective January 1, 2014, all operators of Class I or Class III ATVs must possess an OPRD “ATV Safety Education Card.”

**13.I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify <Insert Rental Company>and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of rafting equipment or my participation in rafting activities. I specifically understand that I am**

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releasing, disc

14.I, the undersigned, certify that I/we have read the Rental Agreement and Waiver of Liability and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

## GENERAL OPERATION RULES

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability ("Agreement"), or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any ATV, or other rental vehicle.

2. A helmet must be worn at all times while operating an ATV, or other vehicle!! Additionally wearing chest protectors, gloves, goggles, knee and elbow pads,

10. The speed limit from the back of campsites to the water is 15 mph.

11. Do not participate in any race or other contest involving ATVs or other vehicles.

12. Do not tow other ATVs or other vehicles and do not have them tow you and your rental ATV or other rental vehicles.

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16. Do not park and leave vehicle or equipment unattended.

17. In case of a breakdown, call <Insert Phone>; speak with a ranger or look for the tow truck. Do not leave a disabled vehicle alone at any time. Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.

18. Anyone not following these rules or State Park rules, caught speeding or riding without a

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long pants, long sleeve shirt or jacket, and over the ankle boots will greatly reduce risk of injury.

4. Obey all posted signs. Do not ride faster than posted speed limits.

5. Do not carry persons other than as originally mounted on the vehicle with the equipment assigned. **ONLY ONE PERSON PER ATV ALLOWED. NO RIDING DOUBLE ON ATVs.**

6. Ride at your current skill level. Don't push your limit! Be careful.

7. No riding north of Pole #2. Do not ride outside designated OHV areas.

8. Do not ride in the water or wet sand. It corrodes the machine. You will be charged \$25.00 for cleanup per machine!

9. Any ATV rollover requires a minimum \$25.00 payment. No Exceptions!

or other rental vehicles.

13. No alcohol consumption before or during use and possession of rented ATV or other vehicle and equipment.

14. Watch out for drifts and sand bowls. They vary from one foot to 80 feet. Be very careful!

15. Be aware of other riders and vehicles. Conditions can become crowded.

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helmet, will be escorted back to Pole #2 and the remainder of their riding time will be forfeited.

19. Vehicles are to be returned on time or additional fees will be charged.

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20. There are no refunds for early returns.

21. There are no refunds if it rains.

22. You must return to refuel every 2 hours.

## SUGGESTIONS FOR DRIVING YOUR VEHICLE ON THE SANDS O

a. Lower your air pressure on all four (4) tires to 15-18 psi.

b. Do not spin your tires. This will normally cause you to dig deeper into the sand.

c. Keep vehicle in motion while in softer sand; don't stop moving.

d. Do not make sharp turns. Turn gradually while you are moving.

e. Backing up and removing sand from around tires will help in getting unstuck.



## RIDERS



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Name	Age	Signature
Lisa Simpson	16	
Peter Smith	45	
James Francis	74	