

UTV RENTAL AGREEMENT AND WAIVER OF LIABILITY

PLEASE PRINT NAME OF PERSON FINANCIALLY RESPONSIBLE FOR UTV/TRAILER

FIRST AND LAST NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CELL PHONE _____

Renter's Valid DL # _____ State _____ Exp _____ DOB _____ AGE _____

RENTER'S INITIALS AS THEY APPEAR THROUGHOUT _____

_____ **NO WARRANTY** _____ **NO INSURANCE PROVIDED** _____ **DANGEROUS ACTIVITY**

_____ **DAMAGES:** Renter is responsible for all damages to the ATV/UTV. All riders must sign a rental agreement prior to renting an ATV/UTV. If the rental is damaged the money for damages, INCLUDING DEPOSIT, will be paid for when the rental is returned. There may be additional fees for: damages that are unseen, LOSS OF USE UP TO 14 DAYS, fuel, cleaning, abuse, and late fees.

_____ **BAD WEATHER:** Native Off Road Adventure LLC, reserves the right to cancel this rental agreement due to inclement or impending bad weather. Native Off Road Adventure LLC's ability to provide a rental ATV/UTV, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

_____ **EQUIPMENT CONDITION:** RENTER must be at least 21 years of age acknowledges he/she has carefully examined the ATV/UTV, and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he /she will maintain both ATV/UTV and equipment in a safe, dependable condition while in his/her custody.

_____ **BREAK DOWN/MALFUNCTION:** RENTER assumes full responsibility for the ATV/UTV. In the event of malfunction, breakdown, or if any defect occurs after acceptance of the rental ATV/UTV, RENTER will immediately report it to Native Off Road Adventure LLC. Continued use of the rental ATV/UTV shall be entirely at the RENTER's risk.

_____ **SAFETY** RENTER certifies that he/she understands the rules and regulations and acknowledges his/her responsibility for the safe and proper operation of the ATV/UTV; and for the safety and welfare of other ATV/UTV operators and persons. It is AGREED AND UNDERSTOOD BY RENTER that Native Off Road Adventure LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental ATV/UTV.

_____ **HEALTH** RENTER certifies that he/she are in good health, has no physical defects that may be of danger to himself or herself or anyone else, and that he/she is capable of safe operation of this ATV/UTV. Furthermore, RENTER certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

_____ **HOLD Native Off Road Adventure LLC HARMLESS** RENTER further agrees to indemnify and hold Native Off Road Adventure LLC harmless from, and against all claims for loss of/or damage to property or injury to persons (including death) resulting through the use, operation or possession of the rental ATV/UTV. RENTER further agrees to hold Native Off Road Adventure LLC harmless should loss or damages occur to any of RENTER's personal property while carried in, or on, the ATV/UTV, including loss or damage caused by malfunction or theft.

WHAT RENTER CAN'T DO/ WHERE RENTER CAN'T GO RENTER agrees **NOT** to use, nor permit the use of the rental ATV/UTV:

- AROUND CABINS, STORES, PRIVATE LAND, THREE RIVERS, STATE PARK, PAVED ROADS, OR ANY OTHER PLACE THAT IS ILLEGAL TO DRIVE ATV/UTV. RENTER is responsible for knowing local laws.

- For any unlawful purpose, In a careless or negligent manner, By any other person not the signatory of this agreement.

RISK OF LOSS OR DAMAGE: RENTER assumes all risks of loss or damage to the ATV/UTV and equipment from any cause, and agrees to return the ATV/UTV in the condition received from Native Off Road Adventure LLC, with the exception of normal wear and tear. RENTER agrees to return this ATV/UTV on or before the expiration of the rental period in the condition it is in now. If an ATV/UTV is damaged or lost, Native Off Road Adventure shall have the option of requiring RENTER to restore it to good working order, or replace it with a like ATV/UTV in good repair.

COVENANT NOT TO SUE LIABILITY AND INDEMNITY: RENTER hereby agrees to bind him/her self, their heirs, personal representatives and assigns and release and discharge Native Off Road Adventure LLC, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which RENTER or RENTER's heirs, personal representatives or assigns may have, or claim to have, against Native Off Road Adventure, LLC, its owners, employees, agents and assigns. Further, RENTER hereby agrees to defend, indemnify and hold harmless, Native Off Road Adventure, LLC, its owners, employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out RENTER's out RENTER's operation of the ATV/UTV during the rental period. RENTER agrees to pay all claims brought by third parties resulting from the operation and/or use of the ATV/UTV during the rental period.

ADDITIONAL COSTS FOR DAMAGES RENTER expressly agrees to indemnify and hold Native Off Road Adventure, LLC harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Native Off Road Adventure, LLC, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Native Off Road Adventure, LLC to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the Native Off Road Adventure, LLC

I/WE 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.

PRINT NAME	AGE	SIGNATURE	DATE
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