

# **Sandhills ATV Rentals, LLC**

301 McCullough Drive

Suite 400

Charlotte, NC 28262

## **ALL TERRAIN VEHICLE ("ATV") WAIVER & RELEASE OF LIABILITY**

I, \_\_\_\_\_ (CUSTOMER),  
(Print FIRST name) (Print LAST name)

Being the age of 25 or older, knowing that riding All-Terrain Vehicles ("ATV") including Side by Side ATVs, is an activity carrying risks of serious personal injury, death, or property damage. I also know that there are natural, mechanical, and environmental conditions and risks which independently or in combination with my activities may cause injury and death in the past, because of the risks inherent in operation of the vehicle itself as well as where and how they are operated.

Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, and in consideration for the enjoyment and experience of being able to rent and operate the ALL TERRAIN VEHICLE ("ATV"), I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE in advance SANDHILLS ATV RENTALS, LLC and any owners or employees of said company, (hereinafter all collectively referred to as "RELEASES") from any and all liability, claims for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in the ATV riding activity arising out of this rental agreement, whether known or unknown at this time, even accept all responsibility for the risks, conditions and hazards which may occur, whether they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTION WITH, CUSTOMER'S PARTICIPATION OR OPERATION OF SAID ATV.

This release contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital. CUSTOMER FURTHER STATES THAT HE OR SHE HAS CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMER'S CHARGE, AND IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS.

**Initial each box:**

- ☐ 1. I understand that ATVs are 4 wheeled gasoline powered vehicles which can achieve speeds of over 30 miles per hour, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon my operation, terrain, and/or weather conditions. I AM AWARE THAT USE OF ATVs MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that the ATV must at all times be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb and property, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING:
- Only two persons per 2 seat Side by Side ATV, one person per 1 seat four-wheel ATV.
  - NO ONE UNDER THE AGE OF 25 MAY DRIVE A Side by Side ATV.
  - No riding creeks ANYWHERE or riding on private property or private drives.
  - NO jumps, stunts, bumping, cutting in front of other vehicles or ATVs, or other reckless driving or operation at any time.
  - NO driving too fast for the conditions, visibility, or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.
  - NO operation of the ATV outside of the designated areas and trails.

NOTE: Violation of any of the above may result in immediate termination of ATV rental without ANY refund.

- ☐ 2. I warrant both MYSELF and MY minor children (where applicable) must act responsibly and in a careful manner as mature adults in operating the ATV and state that I have no medical condition (s) or disabilities incompatible with the safe operation of an ATV. I acknowledge that NO ONE under the age of 25 may drive a Side-by-Side ATV under any circumstances.
3. I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE AN ATV WHILE **UNDER THE INFLUENCE OF**, OR IN ANY WAY IMPAIRED BY ANY DRUG (legal or illegal) OR ALCOHOL BY INITIALING THIS BOX, I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED, BY DRUG AND/OR ALCOHOL.
4. I acknowledge that I have had the opportunity to ask questions regarding the safe operation of any ATV, and read all relevant and necessary safety and/or operational information before commencing operation of my ATV.
5. I agree not to operate the ATV outside the designated areas.
6. I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE ATV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR. I further agree to hold harmless and indemnify RELEASEES for any and all loss or damages (including theft) to MYSELF or other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, caused by or arising out of MY use or operation of the rented ATV.

7. I acknowledge that this ATV rental is optional, and a voluntary activity undertaken by MYSELF.
8. Except where such terms would be inconsistent with the terms of this WAIVER & RELEASE OF LIABILITY, the terms and conditions of MY contract are hereby incorporated by reference as though fully set forth herein, and shall be applicable to any claim, demand, suit or action arising from MY rental, participation, use or misuse or operation of said ATV.

By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Sandhills ATV Rentals, LLC herein.

I have had the opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

_____	_____	_____
Customer's <b>Signature</b>	Customer's <b>Printed Name</b>	<b>Date</b>
_____		_____
<b>Address (Street/PO Box, City, State, Zip Code</b>		<b>Phone</b>

**ADDITIONAL PASSENGERS**

_____	_____	_____	_____
<b>Signature</b>	<b>Printed Name</b>	<b>Signature</b>	<b>Printed Name</b>
_____	_____	_____	_____
<b>Signature</b>	<b>Printed Name</b>	<b>Signature</b>	<b>Printed Name</b>