



## UTV RENTAL AGREEMENT & LIABILITY WAIVER

Bear Creek UTV Rentals & Repair LLC  
337 Kirby Landing Rd  
Kirby AR 71950

*David or Jan Edwards*

**The State of Arkansas governs this agreement.**

- Renter must be 25+ with valid driver's license.
- UTV use involves inherent risks including injury or death.
- Renter assumes all risks and releases **Bear Creek UTV Rentals & Repair LLC** from liability.
- Renter is responsible for any UTV damages, misuse, recovery and towing, and lost rental time.
- No reckless driving. No drugs or alcohol. Authorized drivers only.
- Customer confirms:  
*No existing damage is visible before taking possession of rental*
- Customer allows emergency treatment if needed.

**I authorize Bear Creek UTV Rentals & Repair LLC to place a security deposit hold on my credit/debit card in the amount of \$200.**

**This deposit is not a charge and will be applied toward the total rental, cost or released upon return of the UTV, provided the equipment is returned on time and in acceptable condition without damage beyond normal wear and tear.**

**I agree that Bear Creek UTV Rentals & Repair LLC may charge my credit card for any of the following:**

- 1. Physical damage to UTV**
- 2. Missing equipment or accessories**
- 3. Excessive cleaning fees**
- 4. Late return fees**
- 5. Recovery, retrieval, or towing fees**
- 6. Loss of use due to damage**

Renter Name (Print): \_\_\_\_\_

Emergency Contact: \_\_\_\_\_ Ph#: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Phone: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

Witness signature: \_\_\_\_\_ Date: \_\_\_\_\_

## WAIVER AND RELEASE OF LIABILITY

KNOWN ALL MEN BY THESE PRESENTS:

That I, the undersigned, explicitly agree that I will not hold Bear Creek UTV Rentals and Repair, LLC in Kirby, Arkansas or David Edwards and Jan Edwards, their heirs or assigns liable for any harm that I may incur as a result of my presence or participation in the operation of UTVs, ATVs or dirt bikes. I expressly assume all risks of injuries to my person and property. I acknowledge that there are certain dangers involved in the use of UTVs, ATVs and dirt bikes. I understand that these dangers include but are not limited to natural and artificial conditions of the land, trespasses, negligence or actions of other participants or spectators, physical defects in the equipment or fixtures located on the property, and the actions of any wildlife located near vehicles in use.

I agree to Indemnify and hold harmless Bear Creek UTV Rentals and Repair, LLC in Kirby, Arkansas or David Edwards and Jan Edwards and/or their heirs and assigns, for any liability incurred by my conduct, presence, or participation in any activities on the property or operation of their equipment.

Further, I agree and declare that I will not conduct any activity which would be in violation of any local, state or federal law.

I hereby release Bear Creek UTV Rentals and Repair, LLC in Kirby, Arkansas and David Edwards and Jan Edwards, and their heirs and assigns for any liability caused by their negligence in connection with the property.

I hereby waive all rights to actions, rights, causes of action, claims and demands whatsoever for any liability from Bear Creek UTV Rentals and Repair, LLC in Kirby or David

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Edwards and Jan Edwards, or their Insurance Carrier, and their heirs or administrators and forever release, discharge and covenant to hold harmless Bear Creek UTV Rentals and Repair, LLC in Kirby or David Edwards and Jan Edwards, any other person, firm or corporation charged or chargeable with responsibility or liability, their heirs, administrators, executors, successors and assigns, from any and all claims, demands, damages, costs, expenses, loss of services, actions and arising out of any act or occurrence, and particularly on account of all personal injury, disability, property damage, loss or damages of any kind sustained or that may hereafter be sustained by the undersigned as a result of my using their property.

I further agree that I will not hold Bear Creek UTV Rentals and Repair, LLC or David Edwards and Jan Edwards liable for theft or damage to my UTV, ATV, dirt bike or property left at Bear Creek UTV Rentals and Repair, LLC for repair or storage.

The undersigned agree, as a further consideration and inducement for this release and indemnity agreement, that it shall apply to all unknown and unanticipated injuries and damages directly and indirectly resulting from my using their property as well to those now disclosed.

I, \_\_\_\_\_ state  
(Name)

that the statements contained in the above foregoing statement are true & correct.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.



*Jan Edwards*  
\_\_\_\_\_

*David S. Edwards*  
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