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**OFF-ROAD INDUSTRIES LLC PADDLE RENTAL AGREEMENT AND LIABILITY WAIVER**

**The undersigned hereby rent from Off-Road Industries LLC, paddle tires, rims, and lug nuts, for a limited period of time upon the following terms and conditions listed.**

Renters Full name:

Driver License Number:

Date of Birth:

Residence address:

City:

State:

Zip code:

Home Phone:

Cell Phone:

OFF-ROAD INDUSTRIES LLC makes no warranty of any kind, nature of description, express or implied as to qualify and manufacture, safety, drivability, or fitness for any particular purpose on any equipment covered by this agreement. I (we), the undersigned, accept any paddle tires and rims, or any other equipment provided by Off-Road Industries LLC in its “as is” condition with all faults. I (we) hereby acknowledge that the riding of any UTV (utility trail vehicle) with paddle tires and other like vehicles and riders is a dangerous activity with a high risk of serious bodily injuries or death to others or oneself. The company does not provide medical insurance and advises that serious injuries can be financially devastating. I (we) personally accept all risk and liabilities of this activity. It has been explained to me (us) and I (we) understand that by executing this document, I (we) am giving up important legal rights. It is my (our) further intention to give up those rights and in good faith to relieve and release the company of any duty legally owned to me in relation to the conduct of this activity.

Rented Equipment:

Date rented:

Date returned:

1. **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 Paddle Tires and Rims, or equipment and that passengers will not be carried on any UTV not designed for such use. No drivers under the age of 18 will be permitted to ride under any circumstances. Should any undersigning person, any minor under my control, or any person with permission of any undersigned operate any above referenced vehicle or equipment in such manner or fail to exercise adequate care of the same so as to result in theft, loss of, or damage to such UTV, other vehicle, or equipment, I agree to be personally liable and financially responsible for all loss of, and damage caused to any UTV other vehicle, or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit. **I AGREE TO PAY FOR ALL SUCH LOSS AND/OR DAMAGE**. I also agree to pay for the loss of use of any UTV paddle tires and rims, or equipment covered by this agreement damage by myself or other riders at the full day rental rate for each day from the date of damage until the paddle tires and rims are repaired or replaced in rental service, not to exceed 12 days. I hereby authorize the company to charge my credit card account provided as part of this transaction for all additional rental, damage, and loss of use charges that I may incur under the terms of this agreement. All paddle and rim rentals require a credit card authorization of **THE FULL RETAIL PRICE OF THE PADDLES (PRICES VARY!)** per set of paddles rented on a valid credit card.

1. **Assumption of Risk**.

I expressly and voluntarily assume all risk and liability for the loss or damage to any sets of paddle tires and rims or equipment obtained from Off-Road Industries LLC, for 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 rented equipment received or obtained from Off-Road Industries LLC.

1. **Waiver and Release of Claims.**

 I, the undersigned, on behalf of myself, my 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 Off-Road Industries LLC, its managers, members, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of any nature, including, without limitation, personal injury, wrongful death, and property damages, that in any manner arise from or relate to the rental, use and/or operation, condition, or possession of the above references paddle tires or other equipment received and/or obtained from Off-Road Industries LLC. This waiver and release extends to and includes any and all claims, liabilities, injuries, damages and causes of actions that the parties do not presently anticipate, know, or suspect to exist, but that may develop accrue, or be discovered in the future. I represent and warrant that I have considered the possibility that claims, liabilities, injuries, damages, and causes of actions may develop, accrue or be discovered in the future, and I voluntarily assume that risk as part of this agreement.

1. **Covenant Not to Sue.**

I agree and covenant on behalf of myself (spouse) my children, and any minor for whom I am the guardian, I will never, directly or indirectly, institute any legal, equitable, administrative, or other actions, complaint, or proceeding against Off-Road Industries LLC or any manager, member, officer, employee, agent, successor or assign thereof, arising from or pertaining to the condition, possession, use, and/or operation of the above referenced paddle tires and rims or equipment received and/or obtained from Off-Road Industries LLC. This covenant applies and extends to all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know or suspect to exist, but that may develop, accrue, or be discovered in the future.

1. **Indemnification.**

The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect, and hold harmless Off-Road Industries LLC, its managers, members, officers, employees, agents, successors and assigns, for, from and against any and all claims, liabilities, penalties, losses, or expenses (including attorney’s fees) for death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly from the rental, use, and/or operation, condition, or possession of the above referenced paddle tires and rims or equipment received or obtained from Off-Road Industries LLC. The undersigned likewise shall indemnify Off-Road Industries LLC, its manager, members, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys’ fees and costs, resulting from a breach of this agreement.

1. **Condition and return of Vehicle or Equipment.**

You must return the paddle tires and rims or equipment to the agreed upon location on the date and time specified in this agreement in the same condition that you received it. If the paddle tires and rims or equipment is returned after the agreed upon date and time, you remain responsible for the loss of, and any damage to paddle tires and rims or equipment until we inspect it. The daily rental fee will be imposed each day that is past the agreed upon specified return date and time. You must check and maintain correct air pressure. A cleaning fee may be assessed for any paddle tires or equipment not returned in the same condition as received.

1. **Partial invalidity/Choice of Law.**

Should any provisions 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 of Arizona. Each of the parties submits to the jurisdiction of the courts of the state of Arizona located within Maricopa County, Arizona and the United States District court for the District of Arizona for the purpose of any suit, action or other proceeding arising, or of any obligation hereunder, and expressly waives any and all objections it may have as to venue in any of such courts.

1. **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 attorneys’ fees and all costs and expenses incurred in pursuit thereof.

1. **Entire agreement, no oral Modifications.**

This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by a legally authorized representative of the Off-Road Industries LLC. 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.

SIGNATURES OF RENTER/OPERATER/PARENT/ADDITIONAL RIDER(S)

Print name:

Date:

Age:

Signature

Print Name:

Date:

Age:

Signature: