

DIRT BIKE RENTAL AND RIDER EDUCATION AGREEMENT AND RELEASE

SOUTHEAST OFF ROAD ADVENTURES, LLC

Renter's/Users Name		Renter/ User's Phone	
Renter/User's Birth Date		Renter/User's Email	
Renter/User's Address			

SOUTHEAST OFF ROAD ADVENTURES, LLC (the "Company") agrees to rent the following off-road motorcycle (the "Bike") to Renter, upon the condition that Renter/User agrees to all terms and conditions set forth below (including the release of claims) and evidence that agreement with his/her signature below. All renters must be 18 years of age or older. Users who are minors must have permission of a parent or guardian who must execute this Agreement and shall be deemed to be Renters under this Agreement. The Bike shall be rented for the time period and hourly rate specified as follows: Bike rental times are from 10am-4pm daily, weather permitting.

****COMPANY USE ONLY** – DO NOT FILL IN ANY OF THESE BOXES BELOW**

Bike ID#		Bike Make And Model	
TIME OUT		TIME BACK	
TOTAL RENTAL AMOUNT		SECURITY DEPOSIT	

DAMAGE DEPOSIT AMOUNTS: Electric Bikes \$51.75, 50cc Bikes \$103.50, 110cc Bikes \$103.50, 125cc Bikes \$207.00, 250cc Bikes \$207.00

RENTAL PRICES: 12" Stacyc - \$110cash/113.85cc 16" Stacyc - \$125cash/129.38cc
 50cc - \$180cash/186.30cc 110cc - \$225cash/232.87cc 125cc - \$265cash/274.28cc
 250cc - \$300cash/310.50cc

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY THE COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR/USERS USE OF THE BIKE AND PARTICIPATION IN THE COMPANY'S RIDER EDUCATION PROGRAM. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Rider Education

In addition to the rental service provided by the Company as set forth herein, **Renter/User elects ☐ or does not elect ☐ to participate in the Company's Rider Education Program.** The Company's Rider Education Program is intended to introduce new riders to the skills and techniques necessary to operate and control a Bike on a closed course safely and responsibly and for riders who have operated a Bike before, to improve a rider's ability and understanding of how to control a Bike on a closed course, and/or trails

The Company's Rider Education Program consists of a minimum of 1 hour of instruction from a Company instructor at \$35 per hour for Beginner level riders. At the election of the Renter, instruction time can be extended on a per hour basis at \$50 per hour (group rates vary)

I must contact the Company at least 48 hours before the date of the commencement of my Rider Education Program & Rental if I wish to cancel and obtain a refund, less a \$50 administrative fee. If the Company cancels or reschedules the commencement date of my Rider Education Program, I will receive a full refund or placement in another equivalent class at no additional charge, at my discretion. Refunds or rescheduling for reasons of discontinuation, dismissal, or lack of attendance, while infrequent, will be considered on a case-by-case basis.

The Company does not require any certain speed (lap time or Bike speed) upon the closed course, therefore, Renter/User shall only ride at such a speed that he/she is comfortable with and within his/her ability.

The Company does not require a Renter/User to engage any particular obstacle on the closed course, therefore, the Renter/User shall only engage obstacles that he/she is comfortable with and within his/her ability. The Company reserves the right to call a Renter/User off the closed course for any reason or to terminate the Rider Education Program at any time for any reason and without refund.

Renter/User recognizes the physical exertion involved in the Company's Rider Education Program and attest and certify that Renter/User is physically fit to engage in the Company's Rider Education Program safely, and Renter/User has not been advised otherwise by a health care professional.

As between each of the Releasees and Renter/User, Renter/User will be solely responsible for any and all medical and related bills that Renter/User may incur because of any injury, as well as costs related to loss or damage to Renter/User property, that Renter/User may sustain as a result of Renter/User's participation in the Company's Rider Education Program, including those sustained on the premises where the Company's Rider Education Program is conducted and while I am traveling to and from such premises, regardless of the location or mode of transportation.

Release, Waiver of Claims and Assumption of Risk

Participation as a Renter/User and as a participant in the Company's Rider Education Program is voluntary and subjects Renter/User to the possibility of physical injury (which could be minimal, serious, and/or result in death) and loss of or damage to Renter/User's property (collectively, "Risks"). Accordingly, Renter/User agrees that for valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter/User does hereby remise, release, and forever discharge the Company and the Company's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter/User ever had, now has, or which Renter/User's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; the Risks; out of the use (misuse, or abuse) of the Bike; or in any way arising out of the rental or rider education relationship between Renter/User and the Company. Renter/User hereby assumes full responsibility for any risk of bodily injury or property damage related to my use of the Bike and participation in any activity related to the Bike, including but not limited to Renter/User's participation, whether foreseen or unforeseen, if caused fully or in part Renter/User's violation of Company rules or safety regulations.

Renter/User hereby acknowledges that Renter/User Waiver and Release of Liability, Assumption of Risk and Indemnity as set forth herein extends to all acts of the Releasees, and is intended to be as broad and inclusive as permitted by the laws of North Carolina and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter/User hereby expressly agrees to indemnify and hold harmless the Company and the Company's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter/User's use, misuse or abuse of the Bike and Renter's participation in the Company's Rider Education Program.

Terms and Conditions

1. **Assumption of Risk.** Renter acknowledges that the activities for which the Bike is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the Bike.

2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the Bike, and will use the Bike in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by the Company or the owner of the property on which the Bike is being operated and any applicable laws or regulations.

3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the bicycle:

- There are **no passengers** permitted on the Bike.

- There is **no smoking** while on the Bike.
- There are **no alcoholic beverages** permitted while using the Bike.

4. **Unsafe Use.** If at any time Company determines that Renter has engaged in an unsafe or hazardous use of the Bike, the Company may immediately terminate the rental. Upon notification of termination, Renter must return the Bike to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. The Company shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

5. **Condition of Bike upon Return.** The Renter shall return the Bike to the designated return area clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the Bike during the rental period. The Company shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the Bike exceed the amount of the

security deposit, Renter shall be responsible to pay for all such damages which will billed by

Company for the all damages caused by Renter during the rental period, including reasonable attorney's fees.

Security Deposits:

The security deposit schedule is as follows:

Electric Bikes: \$51.75

50cc & 110cc: \$103.50

125cc & 250cc: \$207.00

In the event of inclement weather during a rental, a partial refund will be given & pro-rated for time used. In the event of a lightning strike a minimum of 30-minute weather delay is mandatory. All bikes must stop riding and seek shelter.

Renter/User has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

I HAVE CAREFULLY READ AND FULLY UNDERSTAND ALL PROVISIONS OF THIS AGREEMENT, WAIVER AND GENERAL RELEASE, AND FREELY AND KNOWINGLY ASSUME THE RISK AND WAIVE MY RIGHTS CONCERNING LIABILITY AS DESCRIBED ABOVE:

RENTER/USER:

PRINT NAME HERE **SIGN NAME HERE** **DATE**

PARENT OR GUARDIAN ADDITIONAL AGREEMENT
(Must be completed for participants under the age of 18)

In consideration of _____ (PRINT minor's names) being permitted to participate in this activity, I further agree to indemnify and hold harmless Releasees from any claims alleging negligence which are brought by or on behalf of minor or are in any way connected with such participation by minor.

PRINT PARENT/GUARDIAN **PARENT/GUARDIAN SIGN HERE** **DATE**

- If there is no damage to unit upon return, a refund will be issued for your security deposit that evening. Time of refunds may vary due to your bank or credit card company's policies.
- Please note that all transactions using a credit or debit card will incur a 3.5% fee. Customers are responsible for this fee.
- Please see cost below of regular items most frequently damaged:

1. Front fenders – 50cc bike (\$33) 110cc (\$49) 125cc (\$57) 250cc (\$34)
2. Rear fenders - 50cc bike (\$24) 110cc (\$40) 125cc (\$48) 250cc (\$17)
3. Handlebars - 50cc bike (\$92) 110cc (\$73) 125cc (\$73) 250cc (\$63)