

ATV RENTAL, WAIVER AND RELEASE OF LIABILITY AGREEMENT

Renter's Name on Driver's License: _____

Phone: _____ Address on Driver's License _____

Birth Date: _____ Email address: _____

Rental date and time _____

Owner agrees to rent a 2023 Can-Am Outlander Max 500, WI License _____ (the "ATV") to Renter, upon the condition that Renter agrees to all terms and conditions set forth below, including the release of claims, and evidences that agreement with his/her signature in the space provided. This Agreement is applicable to all renters, operators, passengers, and users of the ATV. The term "Owner" includes all of Owner's employees, agents, representatives, servants, assigns, successors, and insurers.

READ THE FOLLOWING SECTIONS CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE ATV OWNER FROM ALL KNOWN AND UNKNOWN LIABILITIES, AND TO INDEMNIFY ATV OWNER AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE ATV EVEN FOR CLAIMS THAT ARISE OUT OF THE NEGLIGENCE OR FAULT OF OWNER.

I. WAIVER/RELEASE OF LIABILITY

By the execution of this Agreement, the undersigned agrees that Owner shall not be liable for any damages arising from personal injuries sustained by the undersigned or any minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the ATV. The undersigned assumes full responsibility for any such injuries or damages which may occur, and further agrees that Owner shall not be liable for any loss or theft of personal property. The undersigned specifically agrees that **Owner shall not be responsible for such injuries, damages, loss or theft, EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Owner**, whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Owner. **Initials of Renter/Operator:** _____

II. EXPRESS ASSUMPTION OF RISK

The undersigned hereby agrees that he/she is renting, operating or using the ATV at his/her own risk. The undersigned agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the ATV, and assumes all risk of injury, illness, damage or loss that might result, **even if the risks arise out of the negligence or fault of Owner. Initials of Renter/Operator:** _____

III. LIABILITY TO THIRD PARTIES

The undersigned hereby agrees that he/she will indemnify and hold harmless Owner for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators and passengers of other watercraft and minor children under the undersigned's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of the ATV, **even if such damages arise out of the negligence or fault of Owner. Initials of Renter/Operator:** _____

RENTER _____ Date _____ OPERATOR/PASSENGER _____ OPERATOR/PASSENGER _____

OPERATOR/PASSENGER _____ Date _____ OPERATOR/PASSENGER _____ OPERATOR/PASSENGER _____

Additional Terms and Conditions

1. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the ATV, and will use the ATV in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Owner, and any applicable laws or regulations of the state of Wisconsin. Renter shall be responsible at all times for the safety of any and all passengers on and around the ATV.

2. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the ATV: There is **no smoking** while on the ATV. There are **no drugs** permitted on the ATV. There are **no pets** permitted on the ATV.

3. Helmet Requirement. A helmet must be worn at all times by all people during use of the ATV.

4. Unsafe Use. If at any time Owner determines that Renter has engaged in an unsafe or hazardous use of the ATV, Owner may immediately terminate the rental portion of this Agreement. If the rental is terminated for unsafe or hazardous use the Renter will not be refunded his/her rental fee. Owner shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

5. The Damage Deposit: A damage deposit of \$_____ will be collected and held. The deposit will be applied toward the cost to repair any and all damages suffered to the ATV during the time of the rental. If the cost of repair exceeds the damage deposit, Renter agrees he/she is fully responsible for the remainder of the costs incurred to restore the ATV to the condition it was in at the time the rental began. Should any damages exceed the damage deposit, Owner will provide an itemized repair bill, including lost rental time (lost rental time begins with the date of the itemized repair bill, and stops when the watercraft is once again available for rental).

6. Condition of ATV upon Return. The Renter shall return the ATV to Owner on or before the termination date and at the specified location clean and free of garbage and debris, in the same condition in which the ATV was rented, including all parts, and accessories, ordinary wear and tear excepted.