



# of Hours: \_\_\_\_\_

# of Seats: \_\_\_\_\_

OUT: \_\_\_\_\_

IN: \_\_\_\_\_

## MOUNTAIN LIFE OFF-ROAD LLC

### ATV/UTV/OHV/SNOWMOBILE RENTAL AGREEMENT

#### **NO WARRANTY - NO INSURANCE PROVIDED - INHERENTLY DANGEROUS ACTIVITY**

This ATV/UTV/OHV/SNOWMOBILE Rental Agreement is effective \_\_\_\_\_, 20\_\_\_\_ (“Effective Date”) and is made between MOUNTAIN LIFE OFF-ROAD LLC (hereinafter collectively referred to as "MLOR"), and \_\_\_\_\_ (hereinafter collectively referred to as "RENTER"), for vehicle or other equipment rentals on a short-term basis.

MLOR makes NO WARRANTY of any kind, nature, or description, express or implied, as to the quality and manufacture, safety, drivability, or fitness for any particular purpose of any vehicle or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by MLOR in its “as is” condition with all faults. The undersigned hereby acknowledge that riding ATV/UTV/OHV/SNOWMOBILES on Dixie National Forest Trails and MLOR property with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. MLOR strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. MLOR does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release MLOR of any duty legally owed to me in relation to the conduct of this activity.

1. **DEFINITIONS.** The following terms have the meaning set forth below:

- a) **“ATV”** means an All-Terrain Vehicle is a motorized off-highway vehicle.
- b) **“UTV”** means a Utility Terrain Vehicle that is also known as a Side-by-Side (SXS) vehicle.
- c) **“OHV”** means an off-highway vehicle used for off-road purposes.
- d) **“Snowmobile”** means a motor vehicle, especially one with runners in the front and caterpillar tracks in the rear, for traveling over snow.

2. **TERMS AND CONDITIONS**

- a) **RULES OF OPERATION.** I agree to follow and be bound by the ATV/UTV/OHV/SNOWMOBILE General Operation and Safety Rules and reckless Behavior Form made a part of this agreement.
- b) **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 ATV/UTV/OHV/SNOWMOBILE(s), other vehicle(s), or equipment and that passengers will not be carried on top of any ATV/UTV/OHV/SNOWMOBILE. Riders under the age of 18 years must provide MLOR with written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other person with permission of any undersigned operate any above referenced vehicle or equipment in such a manner or fail to exercise adequate care of the same so as to result in theft, loss of or damage to such vehicle or equipment, I agree to be personally liable and financially responsible for all loss and for damage caused to any ATV/UTV/OHV/SNOWMOBILE, 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 OR DAMAGE. I also agree to pay for the loss of use of any ATV/UTV/OHV/SNOWMOBILE or other vehicle or equipment covered by this agreement damaged by myself or other riders, at the rate of \$200 per day from the date of the damage until repaired

and replaced in rental service, not to exceed 14 days. I hereby authorize MLOR to charge my credit card account provided as part of this transaction for any/all additional rental, damage, and loss of use charges I may incur under the terms of this agreement.

- c) **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 attorney's fees and all costs and expenses incurred in pursuit thereof.
- d) **ENTIRE AGREEMENT, NO ORAL MODIFICAITON.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized representative of MLOR.

I, the undersigned, certify that I/we have read the ATV/UTV/OHV/SNOWMOBILE Rental Agreement and understand the contents of this document. I/we execute it voluntarily in good faith and with full knowledge of its significance.

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

**ATV/UTV/OHV/SNOWMOBILE RENTAL**  
**GENERAL OPERATION and SAFETY RULES**

1. Only adult renters/riders who have signed both the Rental Agreement and Participant Agreement, Release and Assumption of Risk, shall operate any ATV/UTV/OHV/SNOWMOBILE, or other rental vehicle.
2. A helmet must always be worn while operating or riding in an ATV/UTV/OHV/SNOWMOBILE from MLOR.
3. DO NOT operate any ATV/UTV/OHV/SNOWMOBILE or other vehicle in a reckless or dangerous manner, including donuts, drifting, racing, or jumping.
4. NO ALCOHOL or DRUG consumption before or during the use and possession of rented equipment.
5. Obey all posted signs. Do not ride faster than posted speed limits.
6. DO NOT carry people other than those for which the machine is designed.
7. Please drive/ride at your current skill level. Do not push your limit. Be careful!
8. DO NOT ride outside designated trail areas. This includes areas posted as DO NOT ENTER or as Private Property.
9. DO NOT tow any other ATVs/UTVs/OHVs/SNOWMOBILES or other vehicles and do not have them tow you and/or your rental. Call the MLOR office! (435) 592-4928
10. Watch out for cliffs and drop-offs. Be incredibly careful!
11. Avoid contact with wildlife. Keep a safe viewing distance.
12. Be aware of other riders and vehicles. Slow down when approaching a blind corner.
13. DO NOT park and leave rental vehicles or equipment unattended.
14. In case of a breakdown, call (435) 592-4928 and speak with a representative from MLOR.
15. DO NOT leave a disabled vehicle alone at any time. Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.
16. Vehicles are to be returned on time or additional fees of \$50.00 per hour will be charged.
17. There are no refunds for early returns or inclement weather (i.e. rain, snow, etc.)
18. ATV/UTV/OHV/SNOWMOBILE machines are not street legal. DO NOT drive on highways or city roads. You will be solely accountable for any broken laws of the State of Utah and any/all accident repercussions. This includes damage to any MLOR rental, and ANY other vehicles involved.
19. Follow all OHV State of Utah rules and regulations.
20. Return rented vehicles with a full tank of gas.

**IN AN EMERGENCY, PLEASE CALL 911**

## State of Utah Off-Highway Vehicle Program Attestation

Utah's Off-Highway Vehicle Program brochure outlines the basic responsibilities of OHV riders. The brochure covers registration, equipment, operation requirements, safety tips, courtesy practices, and ethics. Review the full list of [Utah's OHV Laws and Rules](#).

I, \_\_\_\_\_, have completed the required Utah OHV Course and have reviewed and agree to abide by Utah's OHV Laws and Rules while operating the OHV rented through MLOR Off-Road.

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

## Utah Off-highway Vehicle (OHV) Education Requirements

Utah's new law requires all OHV operators to complete an OHV education course before operating on public land

**Purpose:**

- Equip operators with awareness of Utah's OHV laws and rules;
- Increase rider safety;
- Promote respectful, sustainable, and on-trail OHV operation;
- Promote respect for communities affected by OHV operation

### Course Required for Every OHV Operator





#### Age 18+

- **Free** Online Course
- Complete in 15 - 30 minutes
- Required once and will last for life
- Print or save digital certificate for proof

#### Age <18

- Required to take the existing, separate online Youth OHV Safety Course - \$35
- Or, take an approved in-person hands-on skills course and exam

#### Types of OHV with Course Required:

-  Type I ATV
-  Type II UTV or Side-by-Side
-  Type III OHV (unregistered)
-  Off-Highway Motorcycles (OHM)

All Street Legal Off-highway Vehicles

#### Rentals

- Cannot rent an OHV unless the operator has completed the course



#### Non-resident Visitor

- Must complete the course before operating in Utah
- Purchase an annual non-resident OHV permit for each machine

#### Exemptions:

- Snowmobile operators
- Implement of husbandry
- Guided tours
- Sanctioned OHV events

### Course Now Available



ohv.utah.gov  
Division of Outdoor Recreation



Source: <https://recreation.utah.gov/off-highway-vehicles/>