



Rules and Release of Liability Agreement

SAFETY 1ST

YOU MUST READ & SIGN THIS AGREEMENT BEFORE OPERATING, RIDING, OR USING A GPR COMPANY VEHICLE. IT UNCONDITIONALLY RELEASES GRANDFATHER POWERSPORTS RENTALS & RELATED ENTITIES FROM ALL LIABILITY TO YOU ARISING FROM YOUR USE OF THE GPR COMPANY VEHICLES

1. **Operating Requirements**

You must be 18 years of age or older with a valid driver's license to rent an UTV. The license must be presented on the day of your rental. NO EXCEPTIONS. If you are unable to present your driver's license on the day of your rental, you will not be permitted to operate the vehicle and you will forfeit your rental fee.

2. **IT IS STRICKLY PROHIBITED AND AGAINST COMPANY POLICY TO BE UNDER THE INFLUENCE OF ALCOHOL, DRUGS, ETC. WHILE OPERATING THIS MACHINE. NO DRINKING AND DRIVING!!! Be smart, have fun, don't drink!**

3. **Full payment is required 7 days prior to any rental confirmation**

4. **Cancellation policy: We require a 7-day written notice for the rental cancelation for a full refund if your plans have changed.** Thereafter no refunds will be given. If you rent within 60 days after the canceled rental, you will receive a 60% credit for the new rental.

5. **We will deliver the vehicle serviced, inspected, with a full tank of gas and a full can. The renter is responsible 100% for any further fuel needs.**

6. **The renter is fully and unconditionally liable for any and all damages to the rented vehicle caused by operating the vehicle during the term of this agreement; it also is including damages to tires. In the event damages to tires occur, renter can call Grandfather Powersports at (828-773-7999) during normal business hours (9.00 am to 5.00 pm) for a service call or any business providing tire service.**

7. **Service calls during normal business hours requiring a service truck to come to your location carry an initial \$100.00 charges. For service calls that fall during afterhours will carry an initial cost of \$150.00. (after hours service calls may not always be available)**

8. **Passenger Requirements**

A passenger is someone who will strictly remain a passenger and WILL NOT drive the rental vehicle. Passengers must be able to grasp the hand holds and firmly plant their feet with their backs fully against the back-seat rest. Seatbelts must be worn and buckled properly. All passengers must wear a helmet and fasten it properly.

9. **DUE TO RECENT ABNORMAL ABUSE AND DAMAGES TO OUR RENTAL FLEET CAUSED BY IRRESPONSIBLE RENTERS WE HAVE ESTABLISHED THESE NEW USAGE RULES FOR OUR VEHICLE FLEET:**

10. **YOU ARE PROHIBITED TO DRIVE THROUGH WATER OR MUD PITS THAT ARE IN EXCESS OF 12 INCHES,**

11. **DRIVE ON TRAILS THAT ARE PHYSICALLY NOT FIT FOR THE RENTED VEHICLE, EITHER TOO NARROW, TOO RUGGED, TOO STEEP OR TOO ROCKY MAKING THE VEHICLE BOTTOM OUT.**

12. **NO UNSAFE TURNS ON THE TRAILS.**

13. **YOU SHOULD OPERATE THE VEHICLE IN REAR WHEEL DRIVE AND HIGH GEAR SETTING, UNLESS YOU GET INTO A SITUATION THAT REQUIRES YOU TO PLACE THE VEHICLE ON 4X4 AND IN LOW GEAR.**

14. **NEVER OPERATE THE VEHICLE IN 4X4 SETTINGS IN HIGH GEAR; THIS WILL DAMAGE THE DRIVE BELT AND CLUTCH.**

15. **IF A WINCH IS INSTALLED ON A RENTED VEHICLE IT IS EXPRESSLY UNDERSTOOD THAT YOU WILL NOT OPERATE THE WINCH TO PULL OTHER VEHICLES OUT OF HARMS WAY.**

16. **IF OUR VEHICLES ARE OPERATED ON PAVED ROADS WITHIN THE DEVELOPMENTS THE OPERATING SETTINGS ARE HIGH GEAR AND REAR WHEEL DRIVE ONLY AND NO SPEED IN EXCESS OF 35 MILES PER HOUR.**

17. **ALL OCCUPANTS HAVE TO WEAR SEATBELT AT ANY TIME THE VEHICLE IS IN MOTION.**

18. **Late returns**

GPS will charge the following late return fees:

\$60 per unit if the UTV is brought back up to 1 hour late on check-in date

\$125 per unit if the UTV is brought back up to 2 hours late on check-in date

Full day rental charge if the UTV is brought back more than 2 full hours late

19. **What you should bring**

Eyewear is mandatory. Your rental includes goggles. Sunglasses, prescription glasses and goggles are all acceptable forms of eyewear.

Phone

Water and snacks

Bug spray and sunscreen

Durable closed-toe shoes; open-toe shoes are not permitted

Several layers of clothing

Rain gear

Gloves

20. **BE RESPECTFUL OF THE MACHINE AND OTHERS, WE WANT EVERYONE TO HAVE FUN!**

21. **I read and fully understand the above rules and assume full responsibility Initial: _____**

GRANDFATHER POWERSPORTS RENTAL COMPANY

Phone# 828-773-7999 Email GrandfatherPowerSports@gmail.com



RELEASE

In consideration for and as an expressed condition of operating, riding, or using the PRODUCT (as defined below), I agree and acknowledge as follows: This Waiver, Release, Indemnity, and Hold Harmless Agreement releases, Grandfather PowerSports LLC and each of their related, constituent, or affiliated entities including each of their directors, officers, share-holders, agents, dealers, and employees ("RELEASEES") from any liability relating to my use, ride, or operation of an OFFROAD VEHICLE (ORV) rented under this agreement either new or used vehicle by RELEASEES ("PRODUCT") during this activity have been informed of applicable regulations, the operational features, and the care and safety precautions before using, riding, or operating the PRODUCT. I know and acknowledge that the PRODUCT operation can be dangerous which exposes me to serious personal injury or death. However, I want to operate, ride, or use the PRODUCT for my own needs, reason and desires and therefore choose to participate at my own risk. I have personal liability insurance and property damage insurance. I will be held liable for any damages caused by me to the ORV and in the event my insurance will not accept the claim I will personally and unconditionally pay for the repairs. I agree to wave any claim or cause of action which I may now have or may have in the future against RELEASEES, by reason of any injury, damage or other losses that I may sustain arising out my use, ride or operation of the PRODUCT. I further agree to release, discharge, indemnify, defend and hold each and all of said RELEASEES harmless from and against any and all claims, causes of action, demands or charges of any nature, including but not limited to claims with the respect to design, manufacture, assembly, preparation, repair or maintenance of the PRODUCT, or with respect to the conditions, qualifications, instructions, rules of procedures under which the use of the PRODUCT is permitted or conducted, or from any other cause which any party may claim to have or hold for the property damage or personal injuries, including injury or death, arising out of my use, ride or operation of RELEASEES PRODUCT while participating in this activity even if it caused in whole or in part by the RELEASEE whether due to negligence or not, on behalf of myself, spouse, heirs, agents, assigns, representatives or employer. I represent, state, and warrant that I have general liability insurance that covers my use, ride, or operation of the PRODUCT.

I agree to wear all recommended personal protective equipment apparel and I will operate the PRODUCT according to all applicable laws. I have reviewed the on-product warnings, labels, and instruction material. I have also received verbal instruction regarding use of the PRODUCT. I have experience with use of this PRODUCT. I agree not to operate the PRODUCT under the influence of alcohol, drugs, or anything that could impair my faculties and/or judgment. I have no physical or mental disability that interferes with operation of this PRODUCT. I hereby agree not to sue RELEASEES for any injuries or damages of any kind including those caused by or resulting from RELEASEES own acts of negligence and/or design, manufacturing, or assembly defects in the PRODUCT. I understand that this entire agreement shall be binding upon my heirs, executors, administrators, and assigns. I understand that there are inherent risks in operating, riding or using the PRODUCT. I acknowledge that I am freely and expressly assuming and accepting any and all risks of personal injury or death, and property damage including those caused by the negligence of RELEASEES and/or any design, manufacturing or assembly defects in the PRODUCT. I also understand that if any part of this agreement is determined to be unenforceable, all other parts will be given full force and effect.

I HEREWITH AGREE IRREVOCABLY TO RENT THE BELOW VEHICLE UNDER THE ABOVE TERMS AND CONDITIONS.

I acknowledge that I am twenty-one (21) years of age or older have a valid Driver's License and I will not allow any person under the age of eighteen or anyone without a State issues Driver's License to operate the PRODUCT.

Signature: _____
Print Name: _____
Date: _____

RENTER INFORMATION

FIRST NAME: _____ LAST NAME: _____ PHONE: (____) - ____ - _____
ADDRESS: _____ CITY: _____ STATE: _____ ZIP: _____
DRIVERS LICENSE#: _____ ISSUING STATE: _____ EXPIRATION DATE: _____
INSURANCE COMPANY PROVIDING LIABILITY & COLLISION: _____
POL#: _____ AGENT & PHONE#: _____

PAYMENT INFORMATION

CREDIT CARD AUTHORIZATION FORM:



I, _____, HEREWITH GIVE AUTHORIZATION TO MY BELOW LISTED CREDIT CARD TO BE IRREVOCABLE CHARGED FOR MY PURCHASE THE OFF-ROAD VEHICLE RENTAL, ANY DAMAGES I CAUSE TO THE VEHICLE OR THEFT OF THE VEHICLE WHILE IN MY EXCLUSIVE POSSESSION. I AGREE TO THE TERMS & CONDITIONS OF THE RENTAL AGREEMENT.

AMOUNT OF: \$ _____

CREDIT CARD #: V/MC/DISC/AMEX: _____

SECURITY CODE: _____

EXPIRATION: _____

BILLING ZIP: _____

NAME ON CARD: _____

Sign: _____ Date: _____

Print: _____