



UTV RENTAL AGREEMENT AND WAIVER OF LIABILITY

PLEASE PRINT NAME OF PERSON FINANCIALLY RESPONSIBLE FOR UTV/TRAILER

FIRST AND LAST NAME _____

ADDRESS _____

CITY _____ STATE _____ ZIP _____

CELL PHONE _____

Renter's Valid DL # _____ State _____ Exp _____ DOB _____ AGE _____

RENTER'S INITIALS AS THEY APPEAR THROUGHOUT _____

_____ **NO WARRANTY** _____ **NO INSURANCE PROVIDED** _____ **DANGEROUS ACTIVITY**

_____ **LATE FEES** If your UTV/TRAILER returns late, a late fee of:

- \$50.00 for FIRST 30 MINUTES

- then \$100 up to one hour and EACH additional hour will be charged in addition to any rental charges. **NO**

EXCEPTIONS! NO CREDIT FOR EARLY RETURNS!

_____ **EXCESSIVE MUD AND TRASH FEE** Renter is expected to return the UTV without excess mud and trash or you will potentially be assessed a cleaning fee **\$75.00**

_____ **DAMAGES:** Renter is responsible for all damages to the UTV/TRAILER. All riders must sign a rental agreement prior to renting a UTV/TRAILER. If the rental is damaged the money for damages, INCLUDING DEPOSIT, will be paid for when the rental is returned. There may be additional fees for: damages that are unseen, LOSS OF USE UP TO 14 DAYS, fuel, cleaning, abuse, and late fees.

_____ **DEPOSIT:** RENTER shall pay a \$1,000 security deposit (valid DEBIT credit card only) at the time this rental agreement is signed for each UTV/TRAILER rented. This deposit will be credited to the RENTER upon termination of this rental agreement, less any expenses incurred to retrieve the UTV/TRAILER and/or to repair any damage caused to the UTV/TRAILER by the RENTER or anyone else during the rental period. If RENTER is paying by NON-DEBIT credit card \$1000.00 security deposit will be charged immediately to the credit card if UTV/TRAILER comes back with any damage. If damages exceed the damage deposit, RENTER agrees to make payment in full immediately upon Xtreme Adventures & Rentals LLC's presentation of an itemized repair bill, including lost rental time. This security deposit shall not bear interest.

_____ **BAD WEATHER:** Xtreme Adventures & Rentals, LLC reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used. Xtreme Adventures & Rentals, LLC's ability to provide a rental UTV/TRAILER, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

_____ **EQUIPMENT CONDITION:** RENTER must be at least 21 years of age acknowledges he/she has carefully examined the UTV/TRAILER, and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and acceptable condition; that he /she will maintain both UTV/TRAILER and equipment in a safe, dependable condition while in his/her custody.

_____ **BREAK DOWN/MALFUNCTION:** RENTER assumes full responsibility for the UTV/TRAILER. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental UTV/TRAILER, RENTER will immediately report it to Xtreme Adventures & Rentals, LLC. Continued use of the rental UTV/TRAILER shall be entirely at

the RENTER's risk.

_____ **SAFETY** RENTER certifies that he/she understands the rules and regulations and acknowledges his/her responsibility for the safe and proper operation of the UTV/TRAILER; and for the safety and welfare of other UTV/ TRAILER operators and persons. It is AGREED AND UNDERSTOOD BY RENTER that Xtreme Adventures & Rentals, LLC shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental UTV/TRAILER.

_____ **HEALTH** RENTER certifies that he/she is in good health, has no physical defects that may be of danger to himself or herself or anyone else, and that he/she is capable of safe operation of this UTV/TRAILER. Furthermore, RENTER certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

_____ **HOLD XTREME ADVENTURES & RENTALS, LLC HARMLESS** RENTER further agrees to indemnify and hold Xtreme Adventures & Rentals LLC harmless from, and against all claims for loss of/ or damage to property or injury to persons (including death) resulting through the use, operation or possession of the rental UTV/ TRAILER. RENTER further agrees to hold Xtreme Adventures & Rentals, LLC harmless should loss or damages occur to any of RENTER's personal property while carried in, or on, the UTV/TRAILER, including loss or damage caused by malfunction or theft.

_____ **WHAT RENTER CAN'T DO/ WHERE RENTER CAN'T GO** RENTER agrees **NOT** to use, nor permit the use of the rental UTV/TRAILER:

- AROUND CABINS, STORES, PRIVATE LAND, STATE PARK, PAVED ROADS, OR ANY OTHER
- Limited use on PUBLIC STREETS, ROADS, or HIGHWAYS, UTV can be on the road to access trails

For any unlawful purpose, In a careless or negligent manner, By any other person not the signatory of this agreement.

_____ **RISK OF LOSS OR DAMAGE:** RENTER assumes all risks of loss or damage to the UTV/TRAILER and equipment from any cause, and agrees to return the UTV/TRAILER in the condition received from Xtreme Adventures & Rentals LLC, with the exception of normal wear and tear. RENTER agrees to return this UTV/TRAILER on or before the expiration of the rental period in the condition it is in now. If an UTV/TRAILER is damaged or lost, Xtreme Adventures & Rentals, LLC shall have the option of requiring RENTER to restore it to good working order, or replace it with a like UTV/TRAILER in good repair.

_____ **COVENANT NOT TO SUE LIABILITY AND INDEMNITY:** RENTER hereby agrees to bind him/herself, their heirs, personal representatives and assigns and release and discharge Xtreme Adventures & Rentals, LLC, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which RENTER or RENTER's heirs, personal representatives or assigns may have, or claim to have, against Captain's Hideaway Powersports Rentals, LLC, its owners, employees, agents and assigns. Further, RENTER hereby agrees to defend, indemnify and hold harmless, Xtreme Adventures & Rentals, LLC, its owners, employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out RENTER's out RENTER's operation of the ATV during the rental period. RENTER agrees to pay all claims brought by third parties resulting from the operation and/or use of the ATV during the rental period.

_____ **ADDITIONAL COSTS FOR DAMAGES** RENTER expressly agrees to indemnify and hold Xtreme Adventures & Rentals, LLC harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Xtreme Adventures & Rentals, LLC, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Xtreme Adventures & Rentals, LLC to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that venue of any action hereunder shall be in the county of the Xtreme Adventures & Rentals, LLC

I/WE 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.

PRINT NAME	AGE	SIGNATURE	DATE
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