

JustTo Ride ATV Rental

ATV Rental Agreement Waiver and Release of Liability **PLEASE READ**

CAREFULLY BEFORE SIGNING (Participants over 18 or Parent or Guardian of participants under 18 must initial and sign)

RIDE AT YOUR OWN RISK

The undersigned hereby agrees to rent from JustTo Ride ATV Rental, the following described equipment for a limited time, upon the following terms and conditions. Failure to comply with rules will result in loss of full deposit at termination.

In consideration of JustTo Ride ATV Rental furnishing property to enable me to participate in motorized off-road vehicle activities, I agree as follows:

_____ I fully understand and acknowledge that: (a) risks and dangers exist in my use of motorized off-road vehicles and my participation in motorized off-road vehicle activities whether on or off-road; (b) my participation in such activities and/or use of such equipment may result in my injury, including but not limited to body injury, fractures, partial and/or total paralysis, eye injury, blindness, death, or other injuries that could result in disability; (c) these risks and dangers may be caused by my own negligence, by the negligence of the owners, employees, breaches of contract, the forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes; and (d) by my participation in these activities and/or use of equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages, whether caused in whole or in part by the negligence or other conduct of myself, the owners, agents, officers, employees of JustTo Ride ATV Rental, or by any other person.

_____ Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, and in consideration for the enjoyment and experience of being able to rent and operate an ATV, I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE in advance JustTo Ride ATV Rental from any and all liability, claims for damages for death, personal injury or property damage, which I may have or which may hereafter accrue to me as a result of my participation in the ATV riding activity arising out of this rental agreement, whether known or unknown at this time, even if that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur, whether they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, CUSTOMER'S RENTAL, PARTICIPATION OR OPERATION OF SAID ATV.

_____ I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE ATV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR.

_____ I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE AN ATV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (legal or illegal) OR ALCOHOL. I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY ANY DRUG AND/OR ALCOHOL. I understand that JustTo Ride ATV Rental reserves the right to refuse service to me for any reason including but not limited to being under the influence of drugs or alcohol, reckless behavior or for not following the rules as outlined by JustTo Ride ATV Rental and the safety briefing. If I am refused service, I will not write any negative reviews about JustTo Ride ATV Rental in any form or fashion.

_____ I understand that ATVs are four-wheeled gasoline powered vehicles which can achieve high speeds, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon my operation, terrain, and/or weather conditions. I AM AWARE THAT USE OF ATVs MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that the ATV must, at all times, be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb or property;

- NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or ATVs, stop and gunning the ATV, or other reckless driving or operation at any time.
- NO driving too fast for the conditions, visibility or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain.
- USE extreme caution on or near all public roads and vehicular traffic.
- NO operation of the ATV outside designated areas and trails – stay on the established trail.
- NO operation of the ATV close to any other vehicle or other ATVs.
- Helmets will be provided and are required to be worn at all times.
- Keep a safe distance between ATVs at all times.
- When climbing or descending hills, let the ATV in front of you make it all the way up or down before following.
- Always check your brakes before starting down a long, or steep incline.
- You agree to pay for all damages you cause. Damages are to be paid in full immediately after your rental.
- Stop immediately if you feel or hear anything wrong with the ATV you are driving.

_____ I warrant that both MYSELF and MY minor children (where applicable) must act responsibly and in a careful manner as mature adults in operating the ATV, and state that I and / or my minor children have no medical condition(s) or disabilities incompatible with the safe operation of an ATV.

_____ I agree to hold harmless and indemnify JustTo Ride ATV Rental for any and all loss or damages (including theft) to MYSELF or other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, caused by or arising out of MY use or operation of the rented ATV.

_____ I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against JustTo Ride ATV Rental on the basis

of any claim from which I have released JustTo Ride ATV Rental herein. I have had the opportunity to read this entire three-page document. I have read and understood it and agree to be bound by its terms.

_____ I agree that JustTo Ride ATV Rental can post pictures of me and my family on its website and use my likeness in their commercial publications and materials without compensation.

_____ I HAVE READ THE ABOVE WAIVER AND RELEASE AND BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE JustTo Ride ATV Rental FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE. This release contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital. CUSTOMER FURTHER STATES THAT HE OR SHE CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMER'S CHARGE, AND, IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE EXPRESS TERMS AND CONDITIONS IN THIS DOCUMENT.

Participant's Name: _____

Participant's Signature: _____

Emergency Contact Name: _____

Emergency Contact Phone #: _____

Email Address: _____

How did you find out about us? _____

PARENT OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (IF PARTICIPANT IS UNDER 18)

In consideration of the above-named participant (Minor), I give my permission to participate in motorized off-road vehicle activities and to use the equipment and facilities of JustTo Ride ATV Rental. I further agree to indemnify and hold harmless JustTo Ride ATV Rental from any and all claims which are brought by or on behalf of Minor, and which are in any way connected with such use or participation by Minor.

Parent or Guardian Name (Print): _____

Signature: _____

FOR OFFICE USE ONLY:

Out Time: _____ Return Time: _____ Rental: _____ Accessories: _____

Deposit: _____ Returned: _____ Hours of Rental: _____ Total Charge: _____