



ADVENTURE PRO OUTDOORS, LLC ATV/UTV RENTALS

ATV/UTV RENTAL AGREEMENT & WAIVER OF LIABILITY

The undersigned hereby rents from Adventure Pro Outdoors, LLC the following described All-Terrain Vehicle (ATV) and/or Utility Task Vehicle (UTV) and/or equipment for a limited period of time, upon the following terms, conditions, and rules of operation and safety.

PRIMARY RENTER:

First Name:	Last Name:	
Renters Date of Birth:	Today's Date:	
Address of Residence:	Cell Phone:	
	Home Phone:	
Renters Valid Driver's License #:	State Issued ID:	
Emergency Contact Information		
Printed Name:	Relation:	Cell Phone:

NO WARRANTY – NO MEDICAL INSURANCE PROVIDED – INHERENTLY DANGEROUS ACTIVITY

Adventure Pro Outdoors, LLC 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 ATV/UTV or equipment covered by this agreement. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by Adventure Pro Outdoors, LLC in its "as is" condition with all faults. I (We) the undersigned hereby acknowledges that driving ATV/UTV(s) with other like vehicles and riders, is an inherently dangerous activity and carries risks of serious personal injury, property damage, or death. I (We) also know that there are normal, mechanical and environmental conditions and risks which independently or in combination with my activities may cause injury or even death to me or others, as well as property damage. I (We) know that operating ATV/UTV(s) has been the cause of serious injury and death in the past, because of the risks inherent in operation of the vehicle/s itself as well as where and how they are operated. Adventure Pro Outdoors, LLC strongly urges the renter and other riders to have medical insurance prior to engaging in this activity. Adventure Pro Outdoor, LLC does not provide medical insurance and advises that serious injuries can be financially devastating. I (We) the undersigned and any additional rider represented below hereby personally accept all risks and liabilities of this activity. It has been explained to me (us) that I (we) the undersigned that by executing this document I (we) am giving up important legal rights. It is my (our) further intention to give up those rights and in good faith to relieve and release Adventure Pro Outdoors, LLC of any duty legally owed to me (us) in relation to the conduct of this activity.

TERMS & CONDITIONS – READ CAREFULLY

All _____ must be initialed by the RENTER noted on page 1.

1. _____ I (we) agree to follow and be bound by the GENERAL RULES OF OPERATION and SAFETY outlined on page ____ of this agreement.
2. _____ The primary renter listed on page 1 of this agreement is at least 21 years of age. I acknowledge that I will maintain both ATV and equipment in a safe, dependable condition while in my custody.
3. _____ I (we) have reviewed and understand the necessary safety features and operation of the above referenced rental vehicle or equipment including any safety training videos and/or verbal training.
4. _____ **PHOTOGRAPHY / VIDEOGRAPHY.** In consideration of participating in this event, I (we) agree to give Adventure Pro Outdoors, LLC and employees of this company, his/her assigns, licensees, successors in interest, legal representatives, and heirs the irrevocable right to use my picture, portrait or photograph in all forms of media, in all manners for advertising, trade, sale or any other lawful purpose and I (we) waive any right to inspect or approve the finished version(s), including written copy that may be created and appear in connection there with.
5. _____ **LIMITATION OF US AND RESPONSIBILITY OF DAMAGE.** I (we) agree that only the persons signing or otherwise identified in this agreement will operate the rented ATV/UTV(s), or other vehicles or equipment and that passengers will not be carried on any ATV/UTV not designated for such use. No drivers under the age of 18 years will be permitted to drive or operate any ATV/UTV(s) under any circumstances. Should any undersigned person, any minor under my control or any person without permission of any undersigned Page 3 of 4 Adventure Pro Outdoors, LLC 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 (we) agree to be personally liable and financially responsible for all loss of and damage caused to any ATV/UTV(s), 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 AND/OR DAMAGE. I (we) also agrees to pay for the loss or use of any ATV/UTV or other vehicle covered by this agreement damaged by myself or other riders, at the full day rental rate for each day from the date of damage until the vehicle is repaired and replaced in rental service, not to exceed 14 days. I hereby authorize Adventure Pro Outdoors, LLC to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges that I may incur under the terms of this agreement. Proof of ID and a valid driver's license # is required upon check-in.
6. _____ A Property Damage Liability form will be read, agreed to, and signed prior to departing on guided tour. This form holds the customer responsible for ANY and ALL damages done to the ATV/UTV equipment rented while on guided tour. This is not insurance and only covers damage to our machines that were in your possession. Damage agreements do not cover racing, fire, sinking, tipping, rolling, jumping, high banking or other violations of GENERAL RULES OF OPERATION and SAFETY and machines must be returned intact for damage agreements to be valid. The Property Damage Liability form holds the customer responsible for damages including, but not limited to, damaged frames, tires, axles, bumpers, motor damage, CV

ATHORIZATION OF PARENT/GUARDIAN FOR MINOR

Participant Name	Age	Parent/Guardian Name	Age	Signature of Parent/Guardian

****Employee Use Only: Rental Equipment Information**

ATV UTV	ATV/UTV #	Helmet #	Initial Hours	Rental Amount	Deposit	Start Time	End Time	Additional charges: hours/ charges/ damages	Add. charges amount
				\$	\$				\$
				\$	\$				\$
				\$	\$				\$
				\$	\$				\$
				\$	\$				\$
				\$	\$				\$
				\$	\$				\$

I, employee of Adventure Pro Outdoors, LLC have gone over this Rental Agreement and Waiver of Liability with the Primary Renter, Operator, and Additional Rider. I have inspected the rental equipment and gear prior to renter's departure. I acknowledge that the equipment was in good and safe condition.

Printed Name:	Signature:	Today's Date:
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GENERAL RULES OF OPERATION and SAFETY

- Only adult riders over the age of 18 years who have signed the Rental Agreement and Waiver of Liability or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any, ATV/UTV, or other rental vehicle or equipment.
- A helmet must be worn at all times while operating and riding an ATV/UTV. A helmet and safety glasses are included in your rental fee. Additional gear, such as long pants, long sleeve shirts or jackets, over the ankle boots, chest protectors, and gloves reduce risk of injury and are strongly encouraged.
- Do not operate any ATV/UTV(s), or other vehicle or equipment, in any manner other than with both hands on the steering apparatus and sitting in the seat with arms and legs within the confines of the vehicle. Additional riders are required to keep limbs in confines of the vehicle.
- Obey all posted signs. Do not ride faster than posted speed limits or than local current conditions allow. Do not ride out of designated areas. Do not stray away from your tour guide. Know and abide by the Rules and Regulations for OHV Riding on Wayne National Forest (WNF). Detailed information can be found at <https://www.fs.usda.gov/detail/wayne/recreation/?cid=stelprdb5097610>.
- Do not carry persons other than as originally mounted on or assigned to ride in the ATV/UTV.
- Ride at your current skill level. Do not push your limit. If you need help passing a trail or obstacle on trail, stop and ask the tour guide for additional assistance.
- Do not participate in any race or contest involving other ATV/UTV(s) or any other vehicle.
- Do not tow other ATV/UTV(s) or any other vehicle nor allow them to tow you and your rental ATV/UTV(s). If towing is necessary, the guide will be there for additional assistance.
- Be aware of other riders and vehicles. Use proper hand signals on the trails. Always stay with your group. Do not stray away from the group.
- Do not park and leave vehicle or equipment unattended. If you stop for a break or to sightsee, do not leave the key in the ignition.
- Absolutely NO alcohol or drug possession or consumption before or during use while in possession of the rented ATV/UTV is permitted.
- Respect WNF and the wildlife. Do not litter or leave trash behind.
- We do not refund due to inclement weather or early returns. Be prepared to get dirty, muddy, or wet therefore dress appropriately and bring additional clothing. Closed toed shoes and long pants are highly recommended.
- Anyone who does not abide by Adventure Pro Outdoors, LLC GENERAL RULES OF OPERATION and SAFETY or the Rules and Regulations for OHV Riding on WNF will be asked to return the ATV/UTV(s) and the remainder of their rental and all fees will be forfeited.
- If damage to the vehicle occurs due to not following the above GENERAL RULES OF OPERATION and SAFETY, the Primary Renter will be responsible for all repair/replacement costs.