

## DATE: \_\_\_\_\_

## EMP: \_\_\_\_\_

STORE: \_\_\_\_\_

Full Name		Drivers License		Date of Birth	
Residence Address (Include St. Ave, etc.)			Apt/Space #	City	State Zip Code

Cellular Telephone				Home Telephone			Email Address		
ATV/DB EQUIPMENT	INITIAL HOURS	RENTAL AMOUNT	DEPOSIT	EQUIPMENT #	SCHEDULE START TIME	END TIME	ADDITIONAL CHARGES HOURS/CHARGES/DAMAGES		ADD. CHARGES AMOUNT
		\$	\$					Rental:	\$
		\$	\$					Fuel:	\$
		\$	\$					RBI/Waiver:	\$
		\$	\$					Accessories:	\$
		\$	\$						
		\$	\$						
	Totals:	\$	\$					Total:	\$

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

received and/or obtained from Steve's ATV Rentals; (b) negligence or other fault of Steve's ATV Rentals in the maintenance, repair, and/or inspection of any ATV or equipment received and/or obtained from Steve's ATV Rentals; and/or (c) any other negligence or fault of Steve's ATV Rentals. This waiver and release extends to and includes any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action that the parties do not presently anticipate, know, or suspect to exist, but that may develop, accrue, or be discovered in the future. Each of the undersigned EXPRESSLY WAIVES ALL RIGHTS and claims which he or she does not anticipate, know or suspect to exist in his or her favor at the time of executing this release which if known may have materially affected his or her signing of this release. Each of the undersigned represents and warrants that he or she has considered the possibility that claims, losses, expenses, damages, liabilities, injuries, and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily waives and releases the same.

7. **INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to the indemnitee(s)), protect and hold Steve's ATV Rentals, and all other Releasees, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees) from death of or injury to any person or damage to any property whatsoever arising from or caused in whole or in part, directly or indirectly, from the rental, use, and/or operation, condition, or possession of the above-referenced ATV/UTV, any other ATV/UTV, or other equipment received or obtained from Steve's ATV Rentals. The undersigned shall likewise indemnify Steve's ATV Rentals, and all other Releasees, against any losses, costs, or expenses, including attorneys' fees, resulting from a breach of this agreement.

**9. EXPENSES OF ENFORCEMENT.** In the event of any legal action with respect to this agreement, the prevailing party shall be entitled to reasonable attorney's fees and all costs and expenses incurred in pursuit thereof.

**11. \_\_\_\_\_ CONSENT FOR MINOR.** Any person signing below and indicating that they are the LEGAL parent or guardian for a minor(s) hereby agrees that the above-listed ATV/UTV or any other vehicle or equipment obtained from Steve's ATV Rentals will only be used and/or operated by such minors in accordance with the terms of this agreement. Said parent or guardian shall be personally responsible for such minor(s) following and abiding by the terms of this agreement and all other applicable rules of Steve's ATV Rentals. **12. FITNESS.** Each of the undersigned warrant for

**2. \_\_\_\_\_ NOTIFICATION OF OREGON VEHICLE CODE (OVC) REQUIREMENTS** Ref: ORS 801.193) Effective January 1, 2014, all operators of Class I or Class III ATVs must possess an OPRD "ATV Safety Education Card." OR A TEMPORARY LICENSE.

**4. ASSUMPTION OF RISK.** The undersigned expressly and voluntarily assume ALL risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from Steve's ATV Rentals, for the death or injury to any person or property and for all other risks and liabilities arising from the use, condition, and possession of the above identified ATV/UTV, or any other ATV/UTV, and/or equipment obtained from Steve's ATV Rentals.

**5. \_\_\_\_\_ WAIVER AND RELEASE OF CLAIMS.** TEach of the undersigned on their own behalf and on behalf of their spouse, children, any minor of whom they are the guardian, and their heirs and successors in interest, now and forever waive, release and discharge Steve's ATV Rentals, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that may in any manner arise from or be related to:

(a) the rental, use, condition, operation, and/or possession of any ATV or equipment

themselves and any minor for whom they are the parent/guardian that they are in the necessary physical and mental condition to be a driver and/or passenger in or on equipment rented from Steve's ATV Rentals and that they are unaware of any medical or other reason which would prevent their participation in this activity.

**13. JOINT AND SEVERAL LIABILITY / USE OF TERMS.** In the event the undersigned consist of more than one party, then each of the undersigned shall be jointly, severally, and individually liable for all obligations, agreements, and promises of the undersigned herein. As used in this agreement, the singular shall include the plural and the plural the singular, and the masculine, feminine, and neutral genders shall each include the others as the context requires

**ADULT RENTER | OPERATOR | ADDITIONAL RIDER   DATE:**

Print Name	Age	Signature	Print Name	Age	Signature
Print Name	Age	Signature	Print Name	Age	Signature
Print Name	Age	Signature	Print Name	Age	Signature

**AUTHORIZATION OF PARENT/GUARDIAN FOR MINOR**

Printed Name of Minor	Age	Printed Name of Parent/Guardian	Age	Signature of Parent/Guardian
Printed Name of Minor	Age	Printed Name of Parent/Guardian	Age	Signature of Parent/Guardian

**ALSO REQUIRED IS A COPY OF THE ID OF THE PERSON COMPLETING THIS FORM.**

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability ("Agreement"), or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any ATV, or other rental vehicle.

2. A helmet must be worn fastened at all times while operating an ATV, or other vehicle!! Additionally wearing chest protectors, gloves, goggles, knee and elbow pads, long pants, long sleeve shirt or jacket, and over the ankle boots will greatly reduce risk of injury.

3. Do not operate any ATV in a manner other than with both hands on the handlebars, both feet on the pegs. Do not operate any UTV until all occupants are properly seat belted.

4. No drugs or alcohol consumption before or during use and possession of rented ATV or other vehicle and equipment.

5. Obey all posted signs. Do not ride faster than posted speed limits.

6. Do not carry passengers other than as originally mounted on the vehicle with the equipment assigned. NO RIDING DOUBLE ON ATVS DESIGNED FOR 1 PERSON. Follow manufactures seating requirements.

7. Ride at your current skill level. Don't push your limit! Be careful.

8. Do not ride outside designated OHV areas or trails. They are clearly marked.

9. Do not ride in the water, wet sand or mud. It corrodes the machine. You will be charged for excessive cleanup on each machine!

10. The minimum rollover charge for any ATV is \$25.00. The minimum charge for any UTV rollover is \$300 plus the cost to repair the damages – parts at retail price, labor at \$100 per hour and vehicle downtime at the daily rental rate. If a rollover or tip over occurs where the damage disables the vehicle, the remainder of your time is downtime and no substitute vehicle will be given. This is not limited to tipping or flipping the vehicle on its side or top.

11. Respect people's campsites and do not endanger the campers, their kids or pets. The speed limit around campsites and on the beach is 15 mph.

12. Do not participate in any race or other contest involving ATV/UTV's or other vehicles.

13. Do not tow other ATVs or other vehicles and do not have them tow you and your rental ATV or rental vehicles.

14. In the dunes, watch out for drop-offs and sand bowls. They can vary from one foot to 80 feet. Be very careful!

15. Watch out for rocks and ruts while riding in the desert. Hitting rocks/ sharp objects can ruin tires and damage the suspension of your rental. You are responsible for all tire damage that occurs during your rental.

16. Be aware of other riders and vehicles. Conditions can become crowded very quickly.

17. Ride prepared. Bring a charged cell phone, suitable clothing, maps and bottled water.

18. Do not attempt steep trails when you do know where they end up. Being trapped at bottom of a canyon can lead to expensive recovery bill for your machine.

19. Do not park and leave vehicle or equipment unattended. Stay with your vehicle. You are responsible if your ATV/UTV disappears.

20. In case of a breakdown, call your rental location listed on the yellow
- sticker on your vehicle or speak with a park ranger. 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.

21. Anyone not following these rules or caught speeding or riding without a helmet, will be escorted back to Steve's ATV and the remainder of their riding time will be forfeited.

22. Vehicles are to be returned on time or additional fees will be charged.

23. There are no refunds for early returns.

24. There are no refunds due to weather changes.

25. You must return to refuel every 3 hours.

26. Always take care of our equipment. Please drive carefully, these ATV/ UTV can cost over \$15,000 each. If you damage it or total it today, we expect you to pay for it today.

27. Never ever jump this vehicle. It will land on its nose. Damaging the suspension or frame is expensive. It will cost you parts labor and down time.

28. Never make aggressive turns or donuts, the tires can come off the rims and cause this vehicle to tip over or roll over. Our roll over fee is a minimum of \$300 even if it goes on its side. The tire fee is \$100 to clean out and re-mount the tire.

29. Getting stuck and trying to drive out is the number one cause of belt failures. Prolong driving under 10 miles an hour in high range will also destroy the belt. There is a \$200 charge to replace the belt.

30. Be aware of your terrain. Do not go up, down or sideways on steep inclines. Explore your terrain before traveling at higher speeds. Watch ahead for other vehicles. Sudden drop offs are everywhere.

31. Always instruct and ensure that everybody is properly seat belted in and knows their proper hand hold. Never allow passengers to hold on to roll bars or door frames. Always ensure all passengers are wearing helmets and that the helmets are strapped on properly.

32. Passengers should be able to sit in the seat with their back to against the seat, reach hand holds and place feet on the floor with seat belts fastened. We do not recommend or allow small children to ride in car seats. Never put a child in your lap to help you drive.

33. If you hear or feel anything that seems like you have a mechanical problem developing please stop and call us to prevent further damage.

34. Always stay out of the areas we have outlined to prevent unnecessary risk of damage or collision or injuries. There is a \$150 towing charge if we have to tow you out.

35. When shifting gears, always make sure the vehicle is stopped. Always ensure engine is at idle always move shifter gently. Never engage the all-wheel-drive while the wheels are spinning. Severe damage to transmission differential or drive-line can occur.

36. We reserve the right to further inspect and revise our estimate of damages after your ride. You are responsible for everything that gets broke during your rental it is not covered by any insurance.

37. Do not allow underage drivers to drive the vehicle. Our minimum age is 25 to drive are UTV never allow anyone who has not signed our agreement to ride or drive this vehicle

38. Always remember the 15 mile an hour speed limit on the beach or within 50 feet of other campers. It is easy to forget your speed.