

RENTAL AGREEMENT AND WAIVER OF LIABILITY

Date:

FULL NAME D.O.B Drivers License #

Residence Address (inc, street,ave, etc.) Apt. No. City State Zip

Phone # Email

*FOR OFFICE USE Equipment Rental	Hours	Start	End	Base Rental	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

Tax	\$
Total	\$

NO WARRANTY-INHERENTLY DANGEROUS ACTIVITY-NO INSURANCE PROVIDED

Offroad Life Rentals 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 vehicle or equipment covered by this agreement. I (we) the undersigned, accept any vehicle or other equipment provided by Offroad Life Rentals in its "as is" condition with all fault. I (we) hereby acknowledge that riding Snowmobiles/ R2Rs with other vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or oneself. Offroad Life Rentals strongly urges any renter and other riders to have medical insurance prior to engaging in these activities. Offroad Life Rentals does not provide medical insurance and advises that serious injuries can be financially devastating. I(we) personally accept all risks and liabilities of these activities. It has been explained to me (us) and I (we) understand 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 Offroad Life Rentals of any duty legally owed to me in relation to the conduct of these activities.

TERMS AND CONDITIONS- READ THIS CAREFULLY

- 1. LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR DAMAGE.** I agree that only the person signing or otherwise identified in this Agreement will operate the rented Snowmobile/ RZR(s), other vehicles(s), or equipment and that passengers will not be carried on any Snowmobiles. Riders under the age of 18 years old must provide a written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other person with permission of any undersigned 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 agree to be personally liable and financially responsible for all loss of and damage caused to any Snowmobile/ RZR, other vehicle or equipment covered by this agreement, regardless of whether or not I have forfeited a damage deposit.
AGREE TO PAY FOR ALL SUCH LOSS OR DAMAGE. I also agree to pay for the loss of use of any ATV or other vehicle covered by this agreement damage by myself or other riders. at the rate of \$560/day from the date of damage until repaired and replaced in rental service, not to exceed 45 days. I hereby authorize Offroad Life Rentals to charge my credit card account provided as part of this transaction for all additional rental, damage, and loss of use charges I may incur under the terms of agreement.
- 2. ASSUMPTION OF RISK.** I expressly and voluntarily assume all risk and liability for the loss or damage to any Snowmobile/RSR or other equipment obtained from Offroad Life 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 Snowmobile, RZR, or any other Snowmobile/ ATV and / or equipment received or obtained from Offroad Life Rentals. I am aware that the use of snowmobile, RZR's or other vehicles and equipment obtained from Offroad Life Rentals involves many inherent risks, dangers and hazards, including but not limited to expose rock, earth, ice or other

natural objects, trees, tree wells, tree stumps, forest deadfall, holes and depressions on or beneath the surface; variable and difficult weather conditions, changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams and creeks; cliffs: crevasses; travel on back-country roads; snowcat roads, road banks and cut banks: impact with collision with other Snowmobile/ RZR's and vehicles, becoming lost or separated from other participants; mechanical failure of Snowmobile/ RZR's or other vehicles; extreme and rapidly changing weather conditions, encounter with wildlife including bears, elk, moose, deer big cats, or any wild or domestic animal.

3. **WAIVER AND RELEASE OF CLAIM,** I, the undersigned on behalf of myself, my spouse (if any), my child, any minor for whom I am the guardian, my heirs, and successors in the interest, now and forever waive, release and discharge Offroad Life Rentals its shareholders, directors, officers, employees, agents, successors and assigns from all claims, demands, losses, expenses, damages, liabilities, any actions caused by any nature, including but not limited to personal injury, wrongful death and property damage that in any manner arise from or relate to the rental, use and/or operation, condition, or possession of the above referenced Snowmobiles, RZR and/ or other vehicle or equipment received and/or obtained from Offroad Life Rentals. This waiver and release extend to and includes all claims, liabilities, injuries, damages, and causes of action that the parties do not presently anticipate, know of, or suspect to exist, but that may develop, accrue, or be discovered in the future I represent and warrant that I have considered the possibility that claims, liabilities, injuries. Damages and causes of action may develop, accrue or be discovered in the future, and I voluntarily assume that risk as part of this agreement.
4. **COVENANT NOT TO SUE,** I agree and covenant on behalf of myself, my children, and any minor for whom I am the guardian, I will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint or proceeding against Offroad Life Rentals, or any shareholder, director, officer, employee's, agents successors and assign thereof, or in any manner assert any further claim or demand against Offroad Life Rentals and its shareholders directors, officers, employee's, agents successors and assigns obtained from Offroad Life Rentals. This covenant applies and extends to all claims, liabilities, injuries, expenses, losses, damages, and causes of action that I do not presently anticipate, know, or suspect, to exist, but that may develop, accrue, or be discovered in the future.
5. **INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Offroad Life Rentals its shareholders, directors, officers, employees, agents, successors, and assigns, free harmless from and against all claims, liabilities, penalties, losses, or expenses (including attorney's fees) for 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 Snowmobile/ RZR or any other Snowmobile/ RZR or other equipment received or obtained from Offroad Life Rentals. The undersigned likewise shall indemnify Offroad Life Rentals its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys fees, resulting from a breach of this agreement.
6. **PARTIAL INVALIDITY/CHOICE OF LAW.** Should any provision of this agreement be held by a court of competent jurisdiction to be either invalid or unenforceable, the remaining provisions of the agreement shall remain in effect. This agreement, covenant, waiver, and release shall be governed and construed under the laws of the State of Colorado.
7. **EXPENSES OF ENFORCEMENT.** In the event of any legal action with respect to this agreement, the prevailing party in any such action shall be entitled to reasonable attorney's fees and all costs and expenses incurred in pursuit thereof.
8. **ENTIRE AGREEMENT, NO ORAL MODIFICATION.** This instrument with attachments constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized corporate representative of Offroad Life Rentals.
9. **PARENTAL CONSENT. Required for passengers under 18 years of age,** I _____
am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed ATV or any other vehicle or equipment I may obtain from Offroad Life Rentals, may be used and operated by such minor(s) in accordance with the terms of this agreement. I shall be personally responsible for such minor(s) following and abiding by the rules and terms of this agreement

I, 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.

RENTER/OPERATOR/PARENT/ADDITIONAL RIDER

Dated: _____

Print Name Signature Age

Print Name Signature Age

Print Name Signature Age

Print Name Signature Age

Print Name Signature Age

Print Name Signature Age

Print Name Signature Age

Print Name Signature Age

Offroad Life Rentals Safety Checklist

Please review the following document and add your initials in each of the boxes below.

- ☐ I have watched a Snowmobile/RZR safety video online (will go over this in person).
- ☐ I have full coverage auto insurance and a full understanding of how to drive and operate the vehicles and trailers.
- ☐ I understand that while I am driving Offroad Life's Rental trucks that I am under my personal auto insurance.
- ☐ I understand the risks of riding Snowmobiles/ RZR's in Winter High alpine conditions.
- ☐ I understand that if any parts of the rental equipment is Cracked, Bent, or Broken upon return **MUST BE PAID FOR IN FULL**. This applies during the entire duration of the rental. This does include transportation of vehicles, and loading/ unloading (Unless specifically clarified before departure i.e waiting for a part in the mail).
- ☐ I should keep my distance at all times when on the trails.
- ☐ I should keep to the right on the trails and watch for oncoming riders.
- ☐ Helmets are mandatory. I picked my helmet and to my knowledge it is the perfect fit.
- ☐ The leading cause of accidents is speed. **SLOW DOWN!**
- ☐ Jumping is strictly prohibited.
- ☐ I agree to stay on the trails.
- ☐ If you turn your machine over, turn it off right away. **Call us** if there's oil on the ground, or if a warning light is on. If you need to get unstuck you'll be charged **\$150/hr.**
- ☐ If you get stuck or break down, **call us.** For rescue and recovery you will be charged **\$150/hr**
- ☐ I understand that I should always wear eye protection.
- ☐ Rental trucks should not be driven faster than 50mph in clear, dry good weather.
- ☐ Rental trucks and trailers are not to be driven faster than 20 mph in low visibility, snowy, icy, or in wet condition.
- ☐ I understand that weather conditions change rapidly in the area.
- ☐ Offroad Life Rentals is NOT responsible for parking and Traffic Issues Plan Ahead.
- ☐ I understand to keep a very large distance between vehicles on roads and highways while pulling a trailer. And to use even more caution when driving in bad weather.
- ☐ I do not have further questions for Offroad Life Rentals Staff.

Signature: _____

Date _____

OFFROAD LIFE RENTALS

Equipment Security Deposit

Please review the following document. Add your name and date to the top lines sign below.

I _____ on this _____ day of _____ 2023 give my authorization to which is copied below, for the duration of my rental. I understand that this security deposit will be used for any damages caused during my rental. It is to my complete understanding that if damages surpass the \$1000.00(one thousand dollars and zero cents) deposit, I authorize Offroad Life Rentals to charge any additional cost to my credit card. This is also acknowledged in the liability waiver contract that I have read, signed, and dated. I understand that I am responsible for any associated fees caused by my negligence. This includes but is not limited to the following:

- Theft of equipment
- Rollover/Recovery Fees
- Damages to tires, rims, undercarriage etc.
- Labor costs to repair will be \$150 per hour/replace equipment
- Loss of rental for business if vehicle is inoperable at \$600/day
- Declined credit card fee of \$100 plus rental fee
-

I understand that there will be a \$150/hr charge per machine if I return the equipment late, and it will be charged to this credit card.

Renters Signature

Date

