



ATV/UTV/Motorcycle Rental Agreement and Waiver of Liability

291 County Road 308 • Dumont, CO 80436 • (303) 567-2098

The undersigned hereby rent from Self-sponsored Snow & Dirt the following described off-road vehicle(s) (ATV/UTV/MOTORCYCLE) or equipment for a limited period of time, upon the following terms and conditions.

RENTER AND EQUIPMENT INFORMATION

Full Name _____ Driver's License Number _____ Date of Birth _____

Residence Address _____ City _____ State _____ Zip Code _____

Phone Number _____ E-mail Address _____

Equipment Rented	Date Taken Out	Date Returned	Item Description	Price
<input type="checkbox"/> Dirt Bike				
<input type="checkbox"/> ATV				
<input type="checkbox"/> UTV				
<input type="checkbox"/> Trailer				N/A (included)
<input type="checkbox"/> Helmet				N/A (included)

NO WARRANTY – INHERENTLY DANGEROUS ACTIVITY – NO INSURANCE PROVIDED

Self-sponsored Snow & Dirt 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 Self-sponsored Snow & Dirt in its "as is" condition with all faults. I (We) hereby acknowledge that riding ATV/UTV/MOTORCYCLE's with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or oneself. Self-sponsored Snow & Dirt does not provide medical insurance and advises that serious injuries can be financially devastating. I (We) personally accept all risks and liabilities of this activity. 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) intention to give up those rights and in good faith to relieve and release Self-sponsored Snow & Dirt of any duty legally owed to me (us) in relation to the conduct of this activity.

I(We) agree to and fully understand the terms and conditions on the back of this form. Please initial each.

Dated: _____ RENTER/OPERATOR/PARENT/ADDITIONAL RIDER

PRINT NAME _____ AGE _____ SIGNATURE _____

PRINT NAME _____ AGE _____ SIGNATURE _____

TERMS AND CONDITIONS – PLEASE READ CAREFULLY

1. **Limitation of Use and Responsibility for Loss or Damage.** I agree that only the persons signing or otherwise identified in this agreement will operate the rented ATV/UTV/MOTORCYCLE(s), other vehicle(s) or equipment and that passengers will not be carried on any ATV/UTV/MOTORCYCLE not designed for such use. **No drivers under the age of 18 years will be permitted to drive or operate any ATV/UTV/MOTORCYCLE under any circumstances.** Should any undersigned person, any minor under my control or any 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 ATV/UTV/MOTORCYCLE, 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 also agree to pay for the loss of use of any ATV/UTV/MOTORCYCLE 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. I hereby authorize Self-sponsored Snow & Dirt 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. **All rentals require a credit card authorization of \$1,000.00 per machine on a valid credit card.** In the event renter is unable to return ATV/UTV/MOTORCYCLE or other vehicle due to excessive damage or the ATV/UTV/MOTORCYCLE being stuck, Self-sponsored Snow & Dirt will recover ATV/UTV/MOTORCYCLE at renter's expense of \$150 per hour and \$0.75 per mile in both directions from Self-sponsored Snow & Dirt's place of business to the trail head. This expense excludes faulty equipment to be determined after recovery.
2. **Assumption of Risk.** I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV/UTV/MOTORCYCLE or other equipment obtained from Self-sponsored Snow & Dirt, for 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/MOTORCYCLE or any other ATV/UTV/MOTORCYCLE and/or equipment received or obtained from Self-sponsored Snow & Dirt.
3. **Waiver and Release of Claims.** 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 interest, now and forever waive, release and discharge Self-sponsored Snow & Dirt, its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, demands, losses, expenses, damages, liabilities, actions, causes of action of 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 ATV/UTV/MOTORCYCLE or any other ATV/UTV/MOTORCYCLE or other equipment received and/or obtained from Self-sponsored Snow & Dirt. This waiver and release extends to and includes any and all claims, liabilities, injuries, damages, 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. 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 spouse (if any), 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 Self-sponsored Snow & Dirt or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Self-sponsored Snow & Dirt and its shareholders, directors, officers, employees, agents, successors and assigns thereof, arising from or pertaining to the condition, possession, use and/or operation of the above referenced ATV/UTV/MOTORCYCLE or any other ATV/UTV/MOTORCYCLE or equipment received and/or obtained from Self-sponsored Snow & Dirt. This covenant applies and extends to any and 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 Self-sponsored Snow & Dirt, its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys' fees & costs) for the 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/MOTORCYCLE or any other ATV/UTV/MOTORCYCLE or other equipment received and/or obtained from Self-sponsored Snow & Dirt. The undersigned likewise shall indemnify Self-sponsored Snow & Dirt, its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees & costs, 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, Self-sponsored Snow & Dirt 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 Modifications.** 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 Self-sponsored Snow & Dirt. 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.