

**SLINGSHOT / ATV / UTV RENTAL AGREEMENT AND
WAIVER OF LIABILITY**

The undersigned hereby rent from “Mountain View Adventures” the following described Slingshot / ATV / UTV for a limited period of time, upon the following terms and conditions.

RENTERS NAME: _____ **DATE:** _____
ADDRESS: _____ **DRIVERS LICENSE #:** _____
_____ **CELL PHONE #:** _____
DATE OF BIRTH: _____ **UNIT #:** _____
START TIME: _____ **END TIME:** _____

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

“Mountain View Adventures” 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. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by “Mountain View Adventures” in its “as is” condition with all faults. The undersigned hereby acknowledge that riding Slingshot / ATV /UTV with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. “Mountain View Adventures” strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. “Mountain View Adventures” does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release “Mountain View Adventures” of any duty legally owed to me in relation to the conduct of this activity.

TERMS AND CONDITIONS

1. RULES OF OPERATION. I agree to follow and be bound by the General Slingshot /ATV /UTV Operation Rules made a part of this agreement.

2. 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 Slingshot / ATV/UTV(s), other vehicle(s). Riders under the age of 18 years must provide “Mountain View Adventures” with 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 Page 2 of 4 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 Slingshot /ATV/UTV, 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 OR DAMAGE. I also agree to pay for the loss of use of any Slingshot

/ATV/UTV or other vehicle or equipment covered by this agreement damaged by myself or other riders, at the rate of \$_____ per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days. I hereby authorize **“Mountain View Adventures”** to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges I may incur under the terms of this agreement.

3. ASSUMPTION OF RISK. I expressly and voluntarily assume all risk and liability for the loss or damage to any Slingshot /ATV/UTV or other equipment obtained from **“Mountain View Adventures”**, 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 Slingshot /ATV/UTV or any other Slingshot/ ATV/UTV and/or equipment received or obtained from **“Mountain View Adventures”**.

4. WAIVER AND RELEASE OF CLAIMS. 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 **“Mountain View Adventures”** 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 Slingshot / ATV/UTV and any other Slingshot /ATV/UTV or other equipment received and/or obtained from **“Mountain View Adventures”**. 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. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.

5. 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 **“Mountain View Adventures”** arising from or pertaining to the condition, possession, use and/or operation of the above referenced Slingshot /ATV/UTV or any other Slingshot/ ATV/ UTV or equipment received and/or obtained from **“Mountain View Adventures”**. 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.

6. IDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold, **“Mountain View Adventures”** free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorneys’ 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 Page 3 of 4 Slingshot /ATV/UTV or any other Slingshot/ ATV/UTV or other equipment received or obtained from **“Mountain View Adventures”** The undersigned likewise shall indemnify **“Mountain View Adventures”** against any losses, costs or expenses, including attorneys’ fees, resulting from a breach of this agreement.

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 attorneys 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 representative of “Mountain View Adventures”.

9. PARENTAL CONSENT. I _____ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed Slingshot /ATV/UTV or any other vehicle or equipment I may obtain from “Mountain View Adventures” 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.

10. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify “Mountain View Adventures” from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of Slingshot /ATV/UTV equipment or my participation in Slingshot /ATV/UTV activities.

RULES, RESTRICTIONS, & REQUIREMENTS:

- ❖ **None of our vehicles may be driven OFF Road, they are street legal and must be kept on paved roads.**
- ❖ **Drivers Must be 21**
- ❖ **Must have a valid drivers license**
- ❖ **Must have own automobile insurance**
- ❖ **Only adult riders who have signed the Rental Agreement and Waiver of Liability (“Agreement”), are allowed to operate the rented Slingshot /ATV/UTV.**
- ❖ **Do not operate any Slingshot /ATV/UTV or other vehicle in a reckless or dangerous manner.**
- ❖ **Obeys all posted signs.**
- ❖ **Do not ride faster than posted speed limits.**
- ❖ **Do not participate in any race or other contest involving Slingshot /ATVs/UTVs or other vehicles.**
- ❖ **Do not tow other Slingshot /ATVs/UTVs or other vehicles and do not have them tow you and your rental Slingshot /ATV/UTV or other rental vehicles. Call “Mountain View Adventures”.**
- ❖ **No alcohol consumption before or during use and possession of rented Slingshot /ATV/UTV or other vehicle and equipment.**
- ❖ **Be aware of other riders and vehicles.**
- ❖ **Slow down when approaching a blind corner.**
- ❖ **Do not park and leave vehicle or equipment unattended.**
- ❖ **In case of a breakdown or emergency, call (828) 734-3828 and speak with “Josh Carpenter, owner of Mountain View Adventures”.**
- ❖ **Additional rental time will be allocated for time lost due to a breakdown for the rider of the down vehicle only.**

- ❖ **Vehicles are to be returned on time or additional fees will be charged.**
- ❖ **There are no refunds for early returns. There are no refunds if it rains or due to inclement weather.**

12. 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.

PRINT NAME

AGE

SIGNATURE

DATE
