

Customer Name:	Date:	

Qty	Equipment Rented (Equipment)	Fair Market Value (per unit, FMV)	Rental Rate (per unit)

## Sport Utility Terrain Vehicle (UTV) Risk waiver and Agreement

I acknowledge and agree that my participation in renting a UTV is an activity that comes with known and unknown risks that could cause myself physical or emotional damage. Furthermore, the danger could result in death, damage to me, my property or any third party. I understand that these risks cannot exist without changing the nature of the sport. The risks of UTVs include but are not limited to riding on various terrain, changing terrain conditions and changes in altitude: loss of control of UTV, falls from UTV, collision with other persons, trees, rocks, sand dune, mud, other manmade or natural obstacles; Other dangers many include bruises, pinches, strains, abrasions, cuts and lacerations. While riding UTVs, an individual may experience exhaustion, steepness of terrain, unpredictability of terrain or varying and harsh weather; exposure to weather and temperature extremes could result in hypothermia, dehydration, frostbite, or sunburn; encounters with wildlife; minor or extreme burns; equipment problems or failures and mechanical failures; remote locations without medical help can result in accidents or illness; improper lifting or carrying can result in injury; my own physical condition and the physical exertion associated with UTVs, may result in injury.

I agree and promise to accept and assume all the risks existing in this activity. My participation in this activity is totally voluntary and I chose to participate knowing the risk. I further understand that it is my responsibility to be safe and judge the terrain, weather condition, and ride to my know abilities.

I willingly release and agree to cover and hold Adventure Idaho Rentals harmless of any and all claims or causes of action that result with my involvement in this activity or with my use of Adventure Idaho Rental's machines, including careless acts.

If Adventure Idaho Rental needs to gain attorney fees and fees to enforce this agreement, I will hold Adventure Idaho Rental harmless of these fees. I conform that I have insurance to cover any injury or damage that I may cause while renting from Adventure Idaho Rental. If not, **I take full responsibility for the cost of any injury or damage to myself and others.**

### UTVer's responsibility

1. A rider/passenger must operate a UTV in an appropriate manner at all times to avoid injury to self and others while accepting the risk of UTVing.
2. A rider/passenger must know their ability and ride safely within the limits of their own ability. A rider/passenger must know their equipment, the trail, and planned course to safely ride without injury or damage. Terrain or trail changes caused by weather or other machines may affect the UTV's ability.
3. A rider/passenger must be in control at all times and at all speeds while riding to prevent injury to self and others.
4. A rider/passenger must obey all warning signs and not act in a way that can cause injury to anyone.
5. A rider/passenger must agree to all legal responsibility for accident, injury or damage of any kind caused by the sport of UTVs. These risks include: Terrain change, including terrain surface, subsurface changing due to weather changes, other machines, grooming, UTV use, or other man made machines;

bare spots due to wind or rain, or other UTV use; rocks, stumps, down trees, or other debris; signs, trail markers, and unstable terrain conditions.

I agree and understand that I am signing a damage waiver on this rented UTV only. I understand that this waiver will only cover damage on Adventure Idaho Rentals snowmobile. It will and does not cover any damage to other vehicles, UTVs, property or people including myself.

**Physical damage to Adventure Idaho Rental equipment.**

\_\_\_\_\_ By participating in the sport of UTVs I understand the risk and possibility of damaging the UTV. I acknowledge that I bear any and all risks of loss and damage to the UTV from any and every cause while the equipment is in my possession.

In the event of any loss or damage to the snowmobile, I will pay for the cost to have the unit repaired to full working condition. If the UTV is a total loss, I agree to pay the Fair market value of the UTV as stated above.

In the event of damage, I agree to allow Adventure Idaho Rentals to charge my credit card for the items I damaged.

Prior to billing customer for damage, Adventure Idaho Rentals will provide a detailed invoice of the damaged parts, along with cost of each part based from Arctic Cat's website.

By signing and initialing this waiver, I agree to the statements above.

LESSOR: _____ Print: _____ Date: _____  Adventure Idaho Rentals, LLC	LESSEE: _____ Print: _____ Date: _____
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