

# PAGOSA ADVENTURE RENTALS LLC

103 Goldmine Drive, Pagosa Springs, CO 81147

Phone# 970-398-0088 Email - mike@pagosaadventurerentals.com

## RENTAL AGREEMENT AND LIABILITY WAIVER

By initialing below, the undersigned hereby agrees to the rental terms and conditions set forth by Pagosa Adventure Rentals LLC, for the following described All-Terrain Vehicle (ATV/UTV) and ancillary equipment. This agreement is for a limited period of time, and contingent upon the following terms and conditions.

**Full Name** \_\_\_\_\_

**Address** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**DOB** \_\_\_\_\_ **Home Phone:** \_\_\_\_\_

**Cell Phone:** \_\_\_\_\_ **Email:** \_\_\_\_\_

- PICTURE OF DRIVERS LICENSE(S)
- INSURANCE CARD \_\_TRAIL OVERVIEW
- SECURITY DEPOSIT \_\_ORIENTATION OF MACHINE
- BALANCE DUE \_\_PICTURES OF MACHINES
- RELEASE SECURITY DEPOSIT

Date: \_\_\_\_\_ Time: \_\_\_\_\_ Initials: \_\_\_\_\_

VEHICLE	PICK UP	MILAGE	MILAGE	RETURN	MULTI DAY	MULTI	DAY	TOTAL
DESCRIPTION	DATE	OUT	IN	DATE	RATE	DAY DISC	RATE	
HONDA ATV GREEN								
HONDA ATV BLUE								
CAN AM ATV RED								
CAN AM ATV GREEN								
HONDA 2 SEAT RED								
KAWI TERYX RED								
KAWI TERYX GREEN								
KAWI MULE								
KAWI MULE BLACK								
KAWI MULE GOLD								
TRAILER								
DODGE PICKUP								
ADDITIONAL	HITCH	STRAPS	HELMET	MAPS	BUNGIES	LOCKS		
COOLER / ICE					\$ 20.00			
P/U & D/O	\$25.00	\$50.00	\$75.00	\$100.00	\$150.00	\$200.00		
PENALTIES								
LATE RETURN					\$100 /HR			
MILAGE-OVER					\$2.00/MILE			
WASH FEE					\$ 25.00		\$ 50.00	

**NAME ON CARD** \_\_\_\_\_

**Billing address** \_\_\_\_\_

**Credit Card Number** \_\_\_\_\_ **EXP. Date** \_\_\_\_\_ **CVT** \_\_\_\_\_

**Signature** \_\_\_\_\_ **DATE** \_\_\_\_\_

In the event equipment listed on this form is late, damaged, misplaced, stolen or not returned, I accept financial responsibility and authorize Pagosa Adventure Rentals LLC to charge my credit card account listed above, all applicable fees and charges that I have incurred.

LESSOR reserves the right to cancel this rental agreement due to inclement or impending bad weather. Rental fees will be prorated based on the time used. Lessor's ability to provide a rental ATV/UTV, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

RENTER **must be at least 25 years of age** acknowledges he/she has carefully examined the ATV/UTV, and finds it (them) suitable for the purpose leased, and that other accessory equipment is in suitable and in acceptable condition; that he /she will maintain both ATV/UTV and equipment in a safe, dependable condition while in his/her custody.

RENTER **assumes full responsibility for the ATV/UTV. In the event of malfunction, breakdown, or if any defect is discovered after acceptance of the rental ATV/UTV, RENTER will immediately report it to Lessor. Continued use of the rental ATV/UTV shall be entirely at the RENTER's risk.**

RENTER shall pay a \$2,500 security deposit (valid credit card only) at the time this rental agreement is signed for each ATV/UTV rented. This deposit will be credited to the RENTER upon termination of this rental agreement, and any expenses incurred including but not limited to: late fees, equipment retrieval, future lost rents, and/or to repair any damage caused to this vehicle by the RENTER or anyone else during the rental period. **Should damages exceed the damage deposit, RENTER agrees to make payment in full (up to the deductible limit) immediately upon Lessor's presentation of an itemized repair bill, including lost rental time.** This security deposit shall not bear interest.

**ELWOOD PASS FR 667 VIA EAST FORK ROAD SPECIAL CONDITIONS**  
**THIS ROUTE IS ONE OF THE MOST DIFICULT TRAILS IN OUR AREA. DRIVERS WITH EXPERT LEVEL EXPERIENCE ONLY. DUE TO THE EXTREME NATURE OF THE UPPER SECTION OF EAST FORK ROAD (FR 667, PAST THE QUARTZ MEADOW FR 684 TURN OFF) LEADING TO THE TOP OF ELWOOD PASS. WE NO LONGER ALLOW ANY OF OUR MACHINES ON THIS TRAIL. ANY MACHINES CAUGHT OPERATING IN THIS AREA WILL AUTOMATICALLY FORFEIT THEIR ENTIRE DEPOSIT.**

**Damage Agreement Fee, Damage Premiums and Deductibles**

The Undersigned and all Participants agree and understand that dangers and risks associated with participating in the activity exist and that falls, **INJURIES AND/OR DEATH** may result from engaging in the Activity. The Undersigned agree and understand that risks include, but are not limited to, the following:

- Falling; becoming stuck; tipping over; avalanches; cornices; suffocation; crevasses; equipment failure; equipment malfunction; equipment damage; Participant's improper use of equipment; slick or uneven surfaces; slipping; tripping; loss of balance; rugged mountainous terrain; bumps; tree wells; downed timber; rocks of various sizes; holes; debris; loading and unloading the ATV/UTV; marked and unmarked obstacles; drainage channels; varying visibility; unmaintained trails; path and/or trail obstructions; unmarked roads and/or trails; Participant or another acting in a negligent manner that may cause and/or contribute to injury to Participant or others, such as selecting terrain that exceeds his/her ability and not acting within such ability; Participant's failure to comply with signage and/or instructions; collisions with natural or man-made objects or collisions with other people; falling objects; encounters with other ATVs/UTVs /or other motor vehicles; becoming lost or separated; lack of shelter; storms, lightning, hail, snow and other adverse weather; limited access to and/or delay of medical attention; Participant's health condition; strenuous activity; fatigue; exhaustion; dehydration; hypothermia; high elevation; altitude

sickness; frostbite; & mental distress from exposure to any of the above.

**RENTER** assumes full responsibility for any equipment damage caused either during operation of ATV/ UTV or damage caused to ATV/ UTV, trailer, etc. while in the possession of the Renter during the rental period. Renter is responsible to pay for ALL damage repair costs as assessed and quoted by an authorized third-party dealer or repair shop in an itemized repair bill. Should the ATV/ UTV, trailer, etc. be deemed unrepairable, RENTER will be responsible to pay the full replacement cost. Payment will be due to Lessor immediately upon Lessor's presentation of the itemized repair bill. In addition, RENTER will be responsible to pay any lost rental fees until repairs are made or until equipment is replaced and put back into Lessor's rental fleet. **I understand that Lessor does not carry or provide insurance for damages to the ATV/UTV, or for liability and or personal injury protection.** If Lessor is required to pursue collection of any amounts due and owing under this or any other provision of this agreement, Lessor shall be entitled to and awarded its attorney's fees and costs of collection.

**RENTER** certifies that he/she understands the rules and regulations for the safe operation of ATV/UTV. In addition, RENTER certifies that he/she are in good health, has no physical defects that may be of danger to himself or herself or anyone else, and that he/she is capable of safe operation of this ATV/UTV. Furthermore, RENTER certifies that he/she is NOT under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period.

**RENTER** acknowledges his/her responsibility for the safe and proper operation of the ATV/UTV; and for the safety and welfare of other ATV/UTV operators and persons. Renter assumes the responsibility of maintaining control at all times while engaging in the activity, and is responsible for reading, understanding and complying with all signage and instructions. It **is AGREED AND UNDERSTOOD BY RENTER** that Lessor shall not be held liable for damages, inconvenience or time lost caused by accident, breakdown or malfunction of the rental equipment. Renter also acknowledges they were offered helmets at time of rental.

**RENTER** further agrees to release, indemnify and hold Lessor harmless from, and against all claims for loss of/or damage to property or injury to Renter or any other persons (**including death**) resulting through the use, operation or possession of the rental ATV/UTV. **RENTER** further agrees to hold Lessor harmless should loss or damages occur to any of renter's personal property while carried in, or on, the ATV/UTV, including loss or damage caused by malfunction or theft.

**RENTER** agrees not to use, nor permit the use of the rental ATV/UTV:

- #1- Anywhere but on approved forest service roads and properly marked trails only, and not on county marked roads except where legally permitted by law;
- #2- For any unlawful purpose, in a careless or negligent manner, by any other person not the signatory of this agreement.

### **RENTER AGREES TO THE FOLLOWING TERMS:**

**LATE FEE**- YOUR RENTAL IS DUE BACK ON LOCATION BY **4:30PM** the final day of rental regardless of what time it is picked up. A late fee of \$100 per hour (1/2-hour increments) will be charged in addition to any rental charges. **Getting lost is not an excuse for being late.**

**EXCESSIVE MUD / CLEANING FEE** – Any machines driven through mud holes that results in mud coming up into the cab, wind shield, hood or radiator may result in a mud cleaning fee.

**EARLY RETURNS** -No credit will be given for early returns.

**EXTRA MILAGE**- All rentals come with a **75 mile** per day allowance. Any mileage in excess of **75 miles** will be charged at a rate of \$2.00 per mile.

**TIRE DAMAGE**: Renter is responsible for any tire damage that is unrepairable such as side wall damage or continuing to run a tire while flat that results in interior wall damage.

**COSEMETIC DAMAGE**: Any machine that is layed over on its side or operated on trails that are overgrown or too narrow which results in any damage that causes a decrease in the overall resale value of the machine will incur an abuse fee between \$250-\$500 depending on the extent of the damage. Example: type of damage includes gouges, scrapes, dents, paint loss, etc.

**RISK OF LOSS OR DAMAGE:** RENTER assumes all risks of loss or damage to the ATV/UTV, trailer, straps and equipment from any cause, and agrees to return the ATV/UTV in the condition received from Lessor, with the exception of normal wear and tear. RENTER agrees to return this ATV/UTV on or before the expiration of the rental period in the condition it is in now except as detailed in pre-ride inspection photos / video. If an ATV/UTV is damaged or lost, Lessor shall have the option of requiring RENTER to restore it to good working order, or replace it with a like ATV/UTV in good repair.

**LIABILITY AND INDEMNITY:** RENTER hereby agrees to bind him/her self, their heirs, personal representatives and assigns and release and discharge Lessor, its owners, employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and attorney fees, which RENTER or RENTER's heirs, personal representatives or assigns may have, or claim to have, against Lessor, its owners, employees, agents and assigns. Further, RENTER hereby agrees to defend, indemnify and hold harmless, Lessor, its owners, employees, agents and assigns from all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of RENTER's operation of the ATV/UTV during the rental period. RENTER agrees to pay all claims brought by third parties resulting from the operation and/or use of the ATV/UTV during the rental period.

RENTER expressly agrees to pay and to indemnify and hold Lessor harmless of, from, and against any and all loss, costs, damages, attorney fees and/or liability in connection with the enforcing of the foregoing rental contract by Lessor, including expenses incurred in collection or attempting to collect delinquent rent and in the event of suit by Lessor to recover possession of said rented property and/or to enforce any of the terms, conditions and/or provisions hereof. It is understood and agreed that the exclusive venue of any action hereunder shall be in the appropriate court of the 6<sup>th</sup> Judicial District located in Archuleta County, Colorado.

**Covenant Not to Sue:** In addition to and separate from the releases above, in consideration for being allowed to ride in the ATV/UTV, **THE UNDERSIGNED DRIVERS AND RIDERS** ("Participants") **HEREBY AGREE NOT TO SUE** LESSOR or any of their respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, members or owners (each hereinafter a "Released Party") for any property damage (including but not limited to equipment damage), injury or loss to Participant, including death, which Participant may suffer, arising in whole or in part out of Participant's participation in the Activity. By agreeing not to sue, the Undersigned **are releasing any right to make a claim or file a lawsuit against any Released Party, for any reason whatsoever related to this agreement.** Also, the **UNDERSIGNED AGREE TO HOLD HARMLESS AND RELEASE EACH AND EVERY RELEASED PARTY FROM ANY AND ALL LIABILITY** and/or claims for injury or death to persons or damage to property arising from Participant's participation in the Activity, **including, but not limited to, those claims based on any Released Party's alleged or actual NEGLIGENCE or BREACH of any CONTRACT and/or express or implied WARRANTY.**

**Renter /Operator/ Parent/ Additional rider ("Participant")**

**Parental consent,** I \_\_\_\_\_ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above ATV/UTV and equipment that I obtained from **PAGOSA ADVENTURE RENTALS LLC** are to be used and operated by me to transport minors 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. The Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor Participant, the parent or legal guardian understands that he/she is also waiving certain rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that but for the foregoing, the minor Participant would not be permitted to participate in the Activity.

The Undersigned and persons listed below understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the Undersigned's intent that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors and personal representatives of the Undersigned and persons listed below.

I understand that I/We have read the rental agreements 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**

\_\_\_\_\_ / \_\_\_\_\_ /  \_\_\_\_\_ **Print**  
**Name Age Signature**

\_\_\_\_\_ / \_\_\_\_\_ /  \_\_\_\_\_ **Print**  
**Name Age Signature**

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**Name Age Signature**

\_\_\_\_\_ / \_\_\_\_\_ /  \_\_\_\_\_ **Print**  
**Name Age Signature**

**NOTE:**

**\*\*ALL RIDERS MUST BE LISTED ON THIS PAGE**

**\*\*DRIVERS AND ADULTS MUST PRINT & SIGN NAME**

**\*\*DRIVERS MUST PRESENT DRIVER'S LICENSE AT TIME OF RENTAL**

**(for copy)**