

Contract:

RENTAL AGREEMENT AND WAIVER OF LIABILITY

Date:

Initials:

The undersigned hereby rent from Valley ATV Rentals, LLC a Pennsylvania company not affiliated with Mines & Meadows, LLC the following described all-terrain vehicle (ATV) or equipment for a limited period of time, upon the following terms and conditions.

RENTER AND EQUIPMENT INFORMATION

FULL NAME		DRIVERS LICENSE NUMBER	DATE OF BIRTH
RESIDENCE ADDRESS (include St., Ave., etc.)		APT. NO.	CITY STATE ZIP CODE
HOME TELEPHONE NUMBER	WORK TELEPHONE NUMBER	CELLULAR PHONE NUMBER	

Equipment Rented	Hours	Start Time	End Time	Base Rental	Fuel Cost	Additional Charges	Total
				\$	\$	\$	\$
				\$	\$	\$	\$
				\$	\$	\$	\$
Totals				\$	\$	\$	\$

NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY – NO INSURANCE PROVIDED

Valley ATV Rentals, LLC 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 Valley ATV Rentals, LLC in its "as is" condition with all faults. I (We) hereby acknowledge that riding ATVs with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or oneself. Valley ATV Rentals, LLC strongly urges any renter and other riders to have medical insurance prior to engaging in this activity. Valley ATV Rentals, LLC 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) further intention to give up those rights and in good faith to relieve and release Valley ATV Rentals, LLC of any duty legally owed to me in relation to the conduct of this activity.

TERMS AND CONDITIONS – READ THIS CAREFULLY

- Rules of Operation.** I agree to follow and be bound by the **Mines & Meadows ATV Rules and Regulations** hereby made a part of this agreement. **HALF-DAY RENTALS** are for four (4) hours or 5 p.m. whichever comes first. **FULL-DAY RENTALS** are from 9 a.m. to 5 p.m. **NO REFUNDS FOR EARLY RETURNS. \$25/HR LATE FEE. LOST KEYS: \$85 CHARGE INCLUDES LOCK REPLACEMENT.**
 - 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(s), other vehicle(s), or equipment and that passengers will not be carried on any ATV not designed for such use. No riders under the age of 18 years will be permitted to ride 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, 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 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, not to exceed 14 days. I hereby authorize Valley ATV Rentals, LLC 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 security deposit of \$1000 per ATV on a valid credit card.**
 - Assumption of Risk.** I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV or other equipment obtained from Valley ATV Rentals, LLC, 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 ATV or any other ATV and/or equipment received or obtained from Valley ATV Rentals, LLC.
 - 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 Mines & Meadows, LLC and Valley ATV Rentals, LLC, 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 and any other ATV or other equipment received and/or obtained from Valley ATV Rentals, LLC. 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.
 - 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 Mines & Meadows, LLC or Valley ATV Rentals, LLC or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Mines & Meadows, LLC or Valley ATV Rentals, LLC 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 or any other ATV or equipment received and/or obtained from Valley ATV Rentals, LLC. 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.
 - Indemnification.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnitee), protect and hold Mines & Meadows, LLC and Valley ATV Rentals, LLC, 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) 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 ATV or any other ATV or other equipment received or obtained from Valley ATV Rentals, LLC. The undersigned likewise shall indemnify Mines & Meadows, LLC and Valley ATV Rentals, LLC, 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.
 - 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 Pennsylvania.
 - 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.
 - 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 Valley ATV Rentals, LLC.
- 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.

Dated: _____ **RENTER / OPERATOR / PARENT / ADDITIONAL RIDER**

PRINT NAME	AGE	SIGNATURE
PRINT NAME	AGE	SIGNATURE
PRINT NAME	AGE	SIGNATURE