



RENTAL AGREEMENT AND WAIVER OF LIABILITY

The undersigned hereby rents from Pagosa Springs RV Park LLC, The following described all-terrain Vehicle (ATV) or equipment for a limited period of time, upon the following terms and conditions. Pagosa Springs RV Park LLC . 10 Leisure Ct. Pagosa Springs, Colorado 81147 # (970)264-9264

Renter and Equipment Information

Full Name _____
Driver's License Number _____ **State issued in** _____
Date of Birth _____ **Social #** _____
Residence address Apt. /Space number _____
City, _____ **State,** _____ **Zip.** _____
Home Telephone Number _____ **Work Telephone Number** _____
Cellular Phone Number _____

ATV/EQUIPMENT Trailer Number	Rental Hours	Rental Amount	Deposit	Start Time	Equip. #	End Time	Additional charges Hours/ charges/ damages	Total add Charges
Lic #		\$	\$					\$
Lic #		\$	\$					\$
Lic #		\$	\$					\$
Total Amount								Total Amount Due
		\$	\$					\$

Credit Card Holder Name _____
Credit Card Number [] - [] - [] - [] **EXP. Date** [] / [] / [] **CVV** []
Card Holder Signature _____
Today's Date _____

[] In the event equipment listed on this form is late, damaged, misplaced, stolen or not returned, I accept financial responsibility and authorize Pagosa Springs RV Park LLC to charge my credit card account listed below 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, if reserved, is contingent upon and subject to the return of the unit by the previous RENTER.

[] **RENTER must be at least 18 years of age** acknowledges he/she has carefully examined the ATV, 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 and equipment in a safe, dependable condition while in his/her custody.

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

[] **RENTER shall pay a \$1,000 security deposit (valid credit card only) at the time this rental agreement is signed for each ATV rented. This deposit will be credited to the RENTER upon termination of this rental agreement, less any expenses incurred to retrieve the craft and/or to repair any damage caused in to this craft by the RENTER or anyone else during the rental period. Should damages exceed the damage deposit, RENTER agrees to make payment in full immediately upon Lessor's presentation of an itemized repair bill, including lost rental time. This security deposit shall not bear interest.**



RENTER certifies that he/she understands the rules and regulations for the safe operation of ATV. 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. 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; and for the safety and welfare of other ATV operators and persons. 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 ATV.

RENTER further agrees to indemnify and hold Lessor harmless from, and against all claims for loss of/or damage to property or injury to persons (**Including death**) resulting through the use, operation or possession of the rental ATV. 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, including loss or damage caused by malfunction or theft.

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

#1- Anywhere but on approved forest service roads and properly marked trails only and not on county marked roads;

#2- For any unlawful purpose, in a careless or negligent manner, by any other person not the signatory of this agreement.

#3- If your ATV rental returns late, a late fee of \$100 per hour (one-hour increments) will be charged in addition to any rental charges.

No overnight rentals. **NO EXCEPTIONS! NO CREDIT FOR EARLY RETURNS!** We understand that vehicles will get dusty – but you are expected to return vehicle in a relatively clean state without excess mud and trash or you will potentially be assessed a cleaning fee.

RISK OF LOSS OR DAMAGE: RENTER assumes all risks of loss or damage to the ATV and equipment from any cause, and agrees to return the ATV in the condition received from Lessor, with the exception of normal wear and tear. RENTER agrees to return this ATV on or before the expiration of the rental period in the new condition it is in now except as detailed on the inspection sheet referenced above. If an ATV 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 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 RENTER's operation of the ATV during the rental period. RENTER agrees to pay all claims brought by third parties resulting from the operation and/or use of the ATV during the rental period.

RENTER expressly agrees 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 venue of any action hereunder shall be in the county of the Lessor.

Renter /Operator/ Parent/ Additional rider

Parental consent, I _____ am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above ATV and equipment that I obtained from Pagosa Springs RV Park LLC are to be used and operated by such minors in accordance with the terms of this agreement. All minors must have an ORV Certificate on their person. I shall be personally responsible for such minor(s) following and abide by the rules and terms of this agreement. 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 significant.

x _____ / _____ / x
Print Name Age Signature

x _____ / _____ / x
Print Name Age Signature

x _____ / _____ / x
Print Name Age Signature

x _____ / _____ / x
Print Name Age Signature