

The undersigned hereby rent from Steve's ATV Service, Inc. a California corporation, ("Steve's ATV Rentals") 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./SPACE NO. CITY STATE ZIP CODE
HOME TELEPHONE NUMBER WORK TELEPHONE NUMBER CELLULAR PHONE NUMBER

Table with 10 columns: ATV / DB EQUIPMENT, INITIAL HOURS, RENTAL AMOUNT, DEPOSIT, SCHEDULE STRT TIME, EQUIP. NO., ACTUAL STRT TIME, END TIME, ADDITIONAL CHARGES HOURS / CHRGS / DAMAGES, ADD. CHRGS. AMOUNT. Includes a TOTALS row.

NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY - NO INSURANCE PROVIDED

Steve's ATV Rentals makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality and manufacture, safety, driveability or fitness for any particular purpose of any vehicle or equipment covered by this agreement.

TERMS AND CONDITIONS -READ THIS CAREFULLY

- 1. RULES OF OPERATION. I agree to follow and be bound by the General ATV Operation Rules on the reverse and made a part of this agreement.
2. NOTIFICATION OF CALIFORNIA VEHICLE CODE (CVC) REQUIREMENTS. CVC§38503(b): All customers under age 18 without an All Terrain Vehicle Safety Institute (ASI) Certificate/Card shall be supervised by an adult with the Certificate/Card.
3. 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.
4. 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 Steve's ATV Rentals, 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 Steve's ATV Rentals.
5. 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 Steve's ATV Rentals, 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 Steve's ATV Rentals.
6. 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 Steve's ATV Rentals or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Steve's ATV Rentals and its shareholders, directors, officers, employee's, 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 Steve's ATV Rentals.
7. INDEMNIFICATION. The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnitee), protect and hold Steve's ATV Rentals, 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 Steve's ATV Rentals.
8. 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 California.
9. 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.
10. 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 corporate representative of Steve's ATV Rentals.
11. PARENTAL CONSENT. I am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed ATV or any other vehicle or equipment I may obtain from Steve's ATV Rentals 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.
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
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