|  |  |  |
| --- | --- | --- |
|  | **ASHLAND CYCLE CENTER, INC. AGREEMENT AND WAIVER OF LIABILITY** | DATE:\_\_\_\_\_\_\_\_\_\_\_\_\_  EMP:\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

The undersigned hereby rent from Ashland Cycle Center, Inc., the following described all-terrain vehicle (ATV/UTV) or equipment for a limited period of time, upon the following terms and conditions.

MAKE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_MODEL\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_VIN\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_FEE $\_\_\_\_\_\_\_\_\_\_

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| Full Name |  |  |  | Drivers License |  | Date of Birth |
| Residence Address (Include St. Ave, etc.) | Apt/Space # | | | City State Zip Code | | |

Cellular Telephone Home Telephone Email Address

**Each of the undersigned acknowledge and agree as follows:**

# NO WARRANTY - INHERENTLY DANGEROUS ACTIVITY - NO INSURANCE PROVIDED

Ashland Cycle Center, Inc. makes NO WARRANTY of any kind, nature or description, express or implied, as to the quality, design, merchantability, safety, drive-ability or fitness for any particular purpose of any vehicle or equipment covered by this agreement. Each of the undersigned accepts any vehicle or equipment provided by Ashland Cycle Center, Inc. in its”AS IS” condition with all faults. Each of the undersigned hereby acknowledge that riding UTV/ATVs on other surfaces with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury and/or death to self and/or others. Ashland Cycle Center, Inc. strongly urges that each of the undersigned have medical insurance prior to engaging in this activity. Ashland Cycle Center, Inc. does not provide medical insurance and advises that serious injuries can be financially devastating. Each of the undersigned hereby personally accepts all risks and liabilities of this activity. It has been explained to each of the undersigned and each of them acknowledges that by executing this document each is giving up important legal rights and incurring important legal responsibilities. Each of the undersigned acknowledges his or her intention to give up those rights and accept those responsibilities and in good faith hereby relieves and releases Ashland Cycle Center, Inc. from any and all legal duties owed to the undersigned or any of them in relation to the conduct of the above described activity.

**II. TERMS AND CONDITIONS - READ CAREFULLY:**

1. \_\_\_\_\_\_**RULES OF OPERATION**. Each of the undersigned agrees to follow and be bound by the General ATV Operation Rules on page 2 hereof which are a part of this agreement.

## 1a. \_\_\_\_\_\_LIMITATION OF USE AND RESPONSIBILITY FOR LOSS OR

**DAMAGE.** Each of the undersigned agrees that only the persons signing or otherwise identified in this agreement will operate the rented UTV/ATV(s), and/ or equipment, that all such operators are proficient and knowledgeable with respect to the proper use and operation of the rented UTV/ATV(s) and/or equipment, and that passengers will not be carried on any UTV/ATV. Should any undersigned person or any minor identified below operate any above referenced vehicle or equipment in such a manner so as to result in theft, loss of or damage to such vehicle or equipment, each of the undersigned agrees to be personally liable and financially responsible for all theft, loss of and damage caused to any UTV/ATV or equipment covered by this agreement, regardless of whether or not any of the undersigned have forfeited a damage deposit. Each of the undersigned agrees to pay for all such theft, loss or damage and also pay for the loss of use of any UTV/ATV or equipment covered by this agreement at the rate of $60 per day from the date of theft, loss or damage until repaired or replaced in rental service, not to exceed 15 days. Each of the undersigned hereby authorizes Ashland Cycle Center, Inc. to charge the credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges authorized by the terms of this agreement.

1. \_\_\_\_\_\_**ASSUMPTION OF RISK.** Each of the undersigned expressly and voluntarily assumes all risk and liability for the theft, loss or damage to any UTV/ATV or equipment obtained from Ashland Cycle Center, Inc., and for all other risks and liabilities arising from the rental, use, condition, operation, and/or possession of any UTV/ATV or equipment received and/or obtained from Ashland Cycle Center, Inc., including but not limited to the death of or injury to any person and damage to property.
2. \_\_\_\_\_\_**WAIVER AND RELEASE OF CLAIMS**. Each of the undersigned on their own behalf and on behalf of their spouse, children, any minor of whom they are the guardian, and their heirs and successors in interest, now and forever waive, release and discharge Ashland Cycle Center, Inc., its shareholders, directors, officers, employees, agents, successors and assigns from any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action of any nature, including but not limited to personal injury, wrongful death and property damage, that may in any manner arise from or be related to: (a) the rental, use, condition, operation, and/or possession of any UTV/ATV or equipment received and/or obtained from Ashland Cycle Center, Inc.; (b) negligence or other fault of Ashland Cycle Center, Inc. in the maintenance, repair, and/or inspection of any UTV/ATV or equipment received and/or obtained from Ashland Cycle Center, Inc.; and/or (c) any other negligence or fault of Ashland Cycle Center, Inc. This waiver and release extends to and includes any and all claims, losses, expenses, damages, liabilities, injuries, 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. Each of the undersigned EXPRESSLY WAIVES ALL RIGHTS and claims which he or she does not anticipate, know or suspect to exist in his or her favor at the time of executing this release which if known may have materially affected his or her signing of this release. Each of the undersigned represents and warrants that he or she has considered the possibility that claims, losses, expenses, damages, liabilities, injuries, and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily waives and releases the same.
3. \_\_\_\_\_\_**COVENANT NOT TO SUE**. Each of the undersigned covenants and agrees on his or her own behalf and on behalf of their spouse, children, any minor of whom they are the guardian, and their heirs and successors in interest, to never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against Ashland Cycle Center, Inc. or any shareholder, director, officer, employee, agent, successor or assign of Ashland Cycle Center, Inc., arising from or relating to the rental, use, condition, operation, and/or possession of any UTV/ATV or equipment received and/or obtained from Ashland Cycle Center, Inc. regardless of whether Ashland Cycle Center, Inc. was negligent or otherwise at fault. This covenant applies and extends to any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action not presently anticipated, known, or suspected to exist, but that may develop, accrue, or be discovered in the future.
4. \_\_\_\_\_\_**INDEMNIFICATION**. Each of the undersigned agrees to indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Ashland Cycle Center, Inc., its shareholders, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, losses, expenses, damages, liabilities, injuries, and causes of action (including attorneys’ fees) for the death of or injury to any person or damage to property arising from, related to, or caused in whole or in part, directly or indirectly, from the rental, use, condition, operation, and/or possession of any UTV/ATV or equipment received or obtained from Ashland Cycle Center, Inc. regardless of any negligence or other fault of Ashland Cycle Center, Inc. Each of the undersigned likewise shall indemnify Ashland Cycle Center, Inc., its shareholders, directors, officers, employees, agents, successors and assigns from any and all losses, expenses, damages, liabilities, injuries, and causes of action resulting from a breach of this agreement by the undersigned.
5. \_\_\_\_\_\_**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 this agreement shall remain in effect. This Rental Agreement and Waiver of Liability shall be governed and construed in accordance with the laws of the Commonwealth of Kentucky.
6. \_\_\_\_\_\_**EXPENSES OF ENFORCEMENT.**  In the event of any legal action with respect to this agreement, it is agreed that the prevailing party in any such action shall be entitled to recover reasonable attorney fees, costs and expenses at trial and on appeal. There is a $150 administration fee if you dispute your credit card charge in breech of this agreement.

## 10. \_\_\_\_\_\_ENTIRE AGREEMENT, NO ORAL MODIFICATION. This Rental

Agreement and Waiver of Liability constitutes the entire agreement between the parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized corporate officer of Ashland Cycle Center, Inc.

1. \_\_\_\_\_\_**PARENTAL CONSENT.** I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed UTV/ATV and/or equipment obtained from Ashland Cycle Center, Inc. may be used and operated by such minor(s). I agree to be personally responsible for such minor(s) following and abiding by all of the rules and terms of this agreement.
2. \_\_\_\_\_\_**JOINT AND SEVERAL LIABILITY/USE OF TERMS.** In the event the undersigned consist of more than one party, then each of the undersigned shall be jointly, severally, and individually liable for all obligations, agreements, and promises of the undersigned herein. As used in this agreement, the singular shall include the plural and the singular and the masculine, feminine, and neutral genders shall each include the others as the context requires.

**Each of the undersigned certifies that he or she has read this Rental Agreement and Waiver of Liability, understands each of its provisions, and executes it voluntarily in good faith and with full knowledge of its significance.**

# DATED:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| --- | --- |
| NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_  NAME\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_SIGNATURE\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |  |

# GENERAL ATV/UTV OPERATION RULES

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability (“Agreement”), shall operate any ATV/UTV, or other rental vehicle.
2. A helmet must be worn fastened at all times while operating an ATV, or other vehicle!! Additionally wearing gloves, goggles, long pants, long sleeve shirt or jacket, and over the ankle boots will greatly reduce risk of injury.
3. Do not operate any ATV in a manner other than with both hands on the handlebars, both feet on the pegs. Do not operate any UTV until all occupants are properly seat belted.
4. No drugs or alcohol consumption before or during use and possession of rented ATV or other vehicle and equipment.
5. Obey all posted signs. Only ride on Green (Easy) Trails!
6. NO RIDING DOUBLE ON ATVS DESIGNED FOR 1 PERSON. Follow manufacturers seating requirements.
7. Ride at your current skill level. Don’t push your limit! Be careful.
8. Do not ride outside designated Rush Offroad Park areas or trails. They are clearly marked.
9. Do not ride in the water, or excessive mud. It corrodes the machine. You will be charged for cleanup each machine ($80/ATV or $100/UTV)!
10. Do not participate in any race or other contest involving ATV/UTV’s or other vehicles.
11. Do not tow other ATVs or other vehicles and do not have them tow you and your rental ATV or rental vehicles.
12. Watch out for rocks and ruts while riding in the woods. Hitting rocks/sharp objects can ruin tires and damage the suspension of your rental. You are responsible for all damage that occurs during your rental.
13. Be courteous of other riders and vehicles. Conditions can become crowded very quickly so be aware.
14. Ride prepared. Bring a charged cell phone, suitable clothing, maps and bottled water.
15. Do not park and leave vehicle or equipment unattended. Stay with your vehicle. You are responsible if your ATV/ UTV disappears.
16. In case of a breakdown, call us at 606-329-2945 or speak with a Rush Offroad trail boss. Do not leave a disabled vehicle alone at any time.
17. Anyone not following these rules will be forced to return the vehicle and no refund will be applied.
18. Vehicles are to be returned on time or additional fees will be charged.
19. There are no refunds for early returns.
20. There are no refunds due to weather changes.
21. Always take care of our equipment. If you damage it or total it, you are responsible for paying for it.
22. Never jump your rental vehicle. Damaging the suspension or frame is expensive. It will cost you parts, labor and down time.
23. Never make aggressive turns or donuts, the tires can come off the rims and cause this vehicle to tip over or roll over. Our roll over fee is a minimum of $300 even if it goes on its side. The tire fee is $100 to clean out and re-mount the tire.
24. Be aware of your terrain. Do not go up, down or sideways on steep inclines. Explore your terrain before traveling at higher speeds. Watch ahead for other vehicles. Sudden drop offs are everywhere.
25. Always instruct and ensure that everybody is properly seat belted in and knows their proper hand hold. Never allow passengers to hold on to roll bars or door frames. Always ensure all passengers are wearing helmets and that the helmets are strapped on properly.
26. Passengers should be able to reach hand holds and place feet on the floor with seat belts fastened. We do not allow small children to ride in car seats. Never put a child in your lap to help you drive.
27. If you hear or feel anything that seems like you have a mechanical problem developing please stop and call us at 606-329-2945 to prevent further damage.
28. Always stay out of the areas we have outlined to prevent unnecessary risk of damage or collision or injuries. These are the trails marked Blue and Black on the trail map. There is a $125 towing charge if we have to tow you out.
29. When shifting gears, always make sure the vehicle is stopped. Always ensure engine is at idle always move shifter gently. Never engage the all-wheel-drive while the wheels are spinning. Severe damage to transmission, differential, or drive-shaft can occur.
30. We reserve the right to further inspect and revise our estimate of damages after your ride. You are responsible for everything that gets damaged during your rental it is not covered by any insurance.
31. Do not allow underage drivers to drive the vehicle. Our minimum operating age is 21. Never allow anyone who has not signed our agreement to ride or drive the rental vehicle.

I hereby state that I have read and understand all rules and risks involved with the rental of this ATV/UTV from Ashland Cycle Center, Inc.

Print Name Sign Name