



ATV/UTV RENTAL AGREEMENT and WAIVER OF LIABILITY

The undersigned hereby rent from 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) a Colorado Limited Liability Company, the following described all-terrain vehicle (ATV/UTV (s) and/or equipment for a limited period of time, upon the following terms and conditions and rules of operation and safety as noted on pages 1,2, and 3 of this agreement:

Renter's Valid Driver's License # _____ State/Country licensed _____

I am 21 years of age or older Date of Birth _____ Date _____

Residence Address _____ Apt./Space # _____ City _____ State _____ Zip Code _____

Cellular Phone# _____ Home Phone # _____ Email address _____

First Name (Print) _____ Last Name (Print) _____ Initials as they appear throughout _____

NO WARRANTY – NO INSURANCE PROVIDED – INHERENTLY DANGEROUS ACTIVITY

3Peaks ATV Rentals (3Peaks 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. The undersigned and any additional riders identified herein accept any vehicle or other equipment provided by 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) in its "as is" condition with all faults. I (We) the undersigned hereby acknowledges that driving ATV/UTV(s) with other like vehicles and riders, is an activity carrying risks of serious personal injury, property damage, or death. I (We) also know that there are normal, mechanical and environmental conditions and risks which independently or in combination with my activities may cause injury or even death to me or others, as well as property damage. I (We) know that operating ATV/UTV(s) has been the cause of serious injury and death in the past, because of the risks inherent in operation of the vehicle/s itself as well as where and how they are operated. 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) strongly urges the renter and other riders to have medical insurance prior to engaging in this activity. 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) does not provide medical insurance and advises that serious injuries can be financially devastating. I (We) the undersigned and any additional riders represented below hereby personally accept all risks and liabilities of this activity. It has been explained to me (us) that I (we) the undersigned 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 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) of any duty legally owed to me (us) in relation to the conduct of this activity.

Signature _____

Rental Information

Equipment	Initial Hrs.	Rental \$	Deposit\$	Equipment #	Start Time	End Time
Equipment	Initial Hrs.	Rental \$	Deposit\$	Equipment #	Start Time	End Time
Equipment	Initial Hrs.	Rental \$	Deposit\$	Equipment #	Start Time	End Time
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**TERMS AND CONDITIONS ON (page 2) – READ CAREFULLY.
GENERAL RULES OF OPERATION ON (page 3) – READ CAREFULLY.**

TERMS AND CONDITIONS - READ THIS CAREFULLY.

ALL must be initialed by the Renter noted on page 1.

- 1 _____ **Rules of operation.** I agree to follow and be bound by the General ATV/UTV Operation Rules on page three and made a part of this agreement.
- 2 _____ **Limitation of use and responsibility for loss or damage.** I (We) agree that only the persons signing or otherwise identified in this agreement will operate the rented ATV/UTV(s), or other vehicles or equipment and that passengers will not be carried on any ATV/UTV not designated for such
- 3 _____ **No drivers under the age of 16 years will be permitted to drive or operate any ATV/UTV(s) 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/UTV(s), 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 or use of any ATV/UTV 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 7 days. See attached insurance requirements and information.
- 4 _____ I hereby authorize 3Peaks ATV Rentals (3Peaks 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. Copy of valid driver's license for each Operator is required. All rentals require a credit card authorization of \$200.00 deposit per ATV/UTV on a valid credit card.
- 5 _____ **Assumption of risk.** I expressly and voluntarily assume all risk and liability for the loss of or damage to any ATV/UTV or other equipment obtained from 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) for 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/UTV(s) and or equipment received or obtained from 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC)
- 6 _____ **Waiver and release of claims.** I, the undersigned on behalf of myself, my spouse (if any), my child, any minor for whom I am guardian, my heirs and successors in interest, now and forever waive, release and discharge 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC), its members, managers, 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/UTV and any other ATV/UTV or other equipment received and/or obtained from 3Peaks ATV Rentals (3Peaks 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.
- 7 _____ **Covenant not to sue.** I agree and covenant on behalf of myself, my spouse (if any), my children and any minor for whom I am guardian, I will NEVER directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) or any member, manager, director, officer, employee, agent, successor, or assign thereof, or in any manner assert any further claim or demand against 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC) and its members, manager, 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/UTV(s) or any other ATV/UTV related equipment received and/or obtained from 3Peaks ATV Rentals (3Peaks 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.
- 8 _____ **Indemnification.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to 3Peaks ATV Rentals, LLC), protect and hold 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC), its members, managers, directors, officers, employees, agents, successors and assigns, free and harmless from and against any and all claims, liabilities, penalties, losses, or expenses (including attorney's 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/UTV(s) or any other ATV/UTV related other equipment received or obtained from 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC). The undersigned likewise shall indemnify 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC), its members, managers, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorney's fees, resulting from a breach of this agreement.
- 9 _____ **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 Colorado and exclusive jurisdiction and venue for any action arising from this agreement shall be the courts of Montrose County, Colorado
- 10 _____ **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, whether before and during suit, at trial, or on appeal.

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 legal representative of 3Peaks ATV Rentals (3Peaks ATV Rentals, LLC). 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.

Signature _____

Class: Renter and Operator (RO) Additional Operator (AO) Passenger Only (P) Parent FBO/Minor Passenger (PM)

Class	Passenger name	Age	Signature	Date

GENERAL RULES OF OPERATION and SAFETY

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability ("Agreement") or a minor whose parent or guardian has signed the Agreement on their behalf, shall operate any ATV/UTV, or other rental vehicle or equipment.
2. A helmet **MUST** be worn at all times while operating an ATV and is recommended while operating a UTV. Helmets are included in your rental fee. Closed toed shoes **MUST** be worn by **ALL** while operating ATV/UTV. Wearing additional gear such as long pants, long sleeve shirt or jacket, over the ankle boots, chest protectors, gloves, knee and elbow pads will greatly reduce risk of injury. Seatbelts **MUST** be worn at all times while operating a UTV.
3. Do not operate any ATV/UTV(s), or other vehicle or equipment, in any manner other than with both hands on the steering apparatus and sitting in the seat with arms and legs within the confines of the vehicle.
4. Obey all posted signs. Do not ride faster than posted speed limits. Know and abide by Colorado's Park's and Recreation Rules as well as National Forest rules for backcountry access. Do not ride out of designated areas; respect our Wilderness.
5. Do not carry persons other than as originally mounted on or assigned to ride in the vehicle.
6. Ride at your current skill level. Do not push your limit. Be careful.
7. Do not participate in any race or contest involving other ATV/UTV(s) or any other vehicle.
9. Do not tow other ATV/UTV(s) or any other vehicle nor allow them to tow you and your rental ATV/UTV(s).
10. No alcohol or drug possession or consumption before or during use while in possession of rented ATV/UTV(s) or other vehicle/equipment.
11. Be aware of other riders and vehicles.
12. Do not park and leave vehicle or equipment unattended.
13. In case of breakdown, call our office 970-864-7978 or speak to a Ranger and ask them to notify our office. Additional rental time will be allocated for time lost due to a breakdown.
14. Anyone not following these rules or those of the Town of Nucla or any other municipality where used, Colorado State Highway, State Park or National Forest rules, caught speeding or riding without a helmet, will be asked to return the ATV/UTV(s) and the remainder of their rental will be forfeited.
15. Vehicles are to be returned on time or additional fees will be charged.
16. There are no refunds for early returns.
17. There are no refunds for inclement weather.

Respect the Outdoors compiled from ATV Institute and DRM

Awareness of environmental concerns has been growing for decades. It has affected how we relate to the outdoors. It affects those of us who use off-road vehicles, and it affects those of us who manufacture and sell off-road vehicles. We all have a stake in safe, responsible riding and land use.

To keep riding areas open requires good relationships between public land managers, private land owners and others who share the land such as riders, campers and hikers. In most cases common courtesy and consideration of their interests is all that is necessary to ensure that everyone can enjoy the area. Here are a few tips to consider when you ride:

- Learn about the area you will ride in. Contact the public land manager or private property owner to ensure that you understand area restrictions and have permission to ride there. Get maps of the area, and stay on trails if they are provided.
- Keep your ATV/UTV(s) quiet. ATV/UTV(s) are designed to be relatively quiet while still delivering maximum performance, smooth engine torque and spark suppression. Excessive noise stresses wildlife, and annoys property owners and other recreation users. It also contributes to your own riding fatigue. Less noise means you can ride farther more comfortably.
- Obey trail markers and closure signs. There are many reasons why an area may be closed to ATV/UTV(s) including the existence of fire hazard, refuge to wildlife or plant life and safety hazards for ATV/UTV riders. The reasons may not be obvious. If it is posted as closed, stay out.
- Always leave gates and fences the way you found them. This is especially important on private lands where livestock may be kept.
- Leave the area as clean as you found it. If you see litter, pick it up and carry it out on your ATV/UTV. Carry a rolled up plastic trash bag and a couple of bungee cords on your ATV. Why not leave the area cleaner than you found it?
- Be courteous to others you may meet on the trail. Always give right-of-way to hikers and horseback riders. Pull off the trail and stop your engine for horses. The rider will likely talk soothingly to the horse. It doesn't hurt for you to do the same to assure the horse you are not a threat. Horses respond very positively to a calm, human voice.
- Approach livestock or wildlife on the trail slowly. In some parts of the country, range cattle pass the afternoon under shade trees along a trail. If you startle them, they may run directly into your path. Give them time to react and give them as wide a berth as possible.