

## MidAmerica Outdoors UTV Rental Agreement and Waiver of Liability

The undersigned hereby rent from MidAmerica Outdoors, LLC, an Oklahoma limited liability company, the following described vehicle, UTV(s) and/or safety equipment for a limited period of time, upon the following terms and conditions and rules of operation and safety noted in this agreement:

Renter's Valid Driver's License # \_\_\_\_\_ State Licensed \_\_\_\_\_

I am at least 25 years of age or older \_\_\_\_\_ Date of Birth \_\_\_\_/\_\_\_\_/\_\_\_\_ Today's Date \_\_\_\_\_

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Mailing/Billing Address City State Zip Code

\_\_\_\_\_  
Primary Phone Number Email Address

\_\_\_\_\_  
Printed First Name Printed Last Name (Renter) Initials

\_\_\_\_\_  
Unit Rented/VIN Goggle and Helmet counts \_\_\_\_/\_\_\_\_/\_\_\_\_

Please note: MidAmerica Outdoors requires the use of helmet and goggles for all passengers under the age of 18 in a rental.

Cancellations MUST BE MADE 48 HOURS IN ADVANCE.

CLASS:

Renter and Operator (RO)

Additional Operator (AO)

Passenger Only (P)

Minor Passenger (MP)

\_\_\_\_\_/\_\_\_\_\_  
Class Printed Name Signature

\_\_\_\_\_/\_\_\_\_\_  
Class Printed Name Signature

\_\_\_\_\_/\_\_\_\_\_  
Class Printed Name Signature

\_\_\_\_\_/\_\_\_\_\_  
Class Printed Name Signature

## **NO WARRANTY - NO INSURANCE PROVIDED - VOLUNTARILY TAKING PART IN DANGEROUS ACTIVITY**

MidAmerica Outdoors makes no warranty of any kind, nature or description, expressed or implied, as to the quality and manufacture, safety, drivability 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 equipment (helmets and goggles) provided by MidAmerica Outdoors in it's "as is" condition with all faults. I (we) the undersigned hereby acknowledge that driving UTV(S) with other like vehicles and riders is an activity that carries risk of serious personal injury, property damage, paralysis or death. MidAmerica Outdoors strongly recommends that the Renter as well as all occupants of the vehicle have medical insurance prior to renting the unit. MidAmerica Outdoors does not provide medical insurance and advise that serious injuries can be financially devastating. I (we) the undersigned and additional riders represented below hereby personally accept all risks and liabilities of this activity. I (we) certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I am willing to assume the risk of any medical or physical conditions that I may have. 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 MidAmerica Outdoors of any duty legally owed to me (us) in relation to the conduct of this activity.

## **TERMS AND CONDITIONS – PLEASE READ CAREFULLY**

**A \$500 refundable deposit will be collected on standard units and a \$1000 deposit will be collected on premium units. A copy of each operator's driver's license is required as well as their insurance company's name.**

ALL \_\_\_\_\_ MUST BE INITIALED BY THE RENTER

1. \_\_\_\_\_ **Rules of operation.** I agree to follow and be bound by the General UTV Operation Rules on page three and made part of this agreement.
2. \_\_\_\_\_ **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 UTV(s), or other vehicles or equipment and that passengers will not be carried on any UTV not designated for such use. I further agree to supervise the use of the rented UTV(s) at all times and follow all safety rules related thereto. **No drivers under the age of 25 years will be permitted to drive or operate any UTV(s) under any circumstances.** I AGREE TO PAY FOR ALL DAMAGES THAT OCCUR TO THIS UNIT OR ITS COMPLETE LOSS IN SUCH INSTANCE THAT IT OCCURS. I also agree to pay for the loss of the use of this vehicle for the MidAmerica Outdoors rental program at the full day rental price until the end of the event that it is rented during (not to exceed 11 days) should I damage the rental unit to the point that the damage is repaired and the unit is put back into the rental service.
3. \_\_\_\_\_ **Entire agreement, no oral modifications.** This instrument, with attachments, constitutes the entire agreement between parties. No provision hereof shall be modified or rescinded unless in writing signed by an authorized legal representative of MidAmerica Outdoors. The undersigned certify that I (we) have read the Rental Agreement and Waiver of Liability and the General rules of Operation and Safety, and understand the contents of this document. I (we) execute it voluntarily in good faith and with full knowledge of its significance.
4. \_\_\_\_\_ **Good Condition.** I represent that the UTV and all helmets and goggles are in good condition and further represent and warrant that they will be returned in the same condition notwithstanding ordinary wear and tear. I also understand that there will be before and after ride pics taken of the unit and gear to support the "original" condition of the rented products from MidAmerica Outdoors.
5. \_\_\_\_\_ **Joint and Several Liability / Use of Terms.** In the event the undersigned consist of more than one party, the each of the undersigned shall be jointly, serially and individually liable for all obligations, agreements, and promises of the undersigned herein.

## **General Rules of Operation and Safety**

1. Only adult riders who have signed the Rental Agreement and Waiver of Liability shall operate the UTV, period.
2. MidAmerica Outdoors recommends wearing a helmet and eye protection at all times while operating a 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 the risk of injury.
3. Do not operate any UTV in any manner other than with both hands on the steering wheel and sitting in the seat with arms and legs within the confines of the vehicle.
4. Obey all posted signs, 5mph in the white graveled sections of the park.
5. Do not drive our rentals on the highway except to cross the highway at the designated crossing points.
6. Do not carry persons other than originally assigned to be a passenger in the vehicle.
7. Ride at your current skill level. Do not push your limits.
8. Avoid riding in deep water (Deep: 6 inches or more) UTV's are not boats.
9. Do not tow other UTV's or any other vehicle, nor allow them to tow you and your rental UTV.
10. No alcohol or drug possession or consumption before or during use while in possession of rented UTV. THIS IS A ZERO TOLERANCE.
11. Be aware of other riders and vehicles.
12. Be aware of your terrain. Do not attempt hills that could result in the UTV on its side or top.
13. In case of breakdown, call MidAmerica Outdoors directly. Additional rental time will be allocated for time lost due to a breakdown unless caused by the user.
15. Anyone not following these rules will be asked to return the UTV and allocated safety equipment and the remainder of the rental will be forfeited.
16. Vehicles are to be returned on time or additional fees will be charged at \$50 per hour and deducted from the refundable deposit.
17. There are no refunds for early returns.
18. There are no refunds for inclement weather.
19. There is a \$100 cleaning fee for vehicles returned with excessive mud on them. We have two complimentary wash bays next to the main bath house. Please use them.
20. Be aware of the terrain. If there is a flat due to a tread puncture on the tire we will repair for a \$10 fee. If there is a tear in the sidewall of the tire there will be a \$150 tire replacement fee. Sidewall flats are preventable, watch the terrain.
21. Aggressive turns or donuts are not advised. They will cause the UTV to end up on its top or side. If the unit is returned with evidence of being on its top or side there will be a \$500 charge. If you need recovery assistance call the MidAmerica Outdoors main line and we will send a recovery vehicle.
22. Upon arrival to return the rental we will inspect for damages not of normal wear and tear. Once the inspection is completed, we will assess any damages caused during the rental and deduct them from the deposit.
23. Ride prepared: bring a charged phone, a park map (will be provided) and plenty of water.
24. Do not jump your rental; damage to suspension and frame components is expensive to repair. You will be liable for all parts and labor to repair the unit.
25. Do not take the rental off of MidAmerica Outdoors' property.
26. If these rules are observed to have been broken by any MidAmerica Outdoors employee, you have voluntarily forfeited the rest of your rental time and will be asked to return the unit to our facility without question.

**Accepted and Agreed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.**

**Signature:**\_\_\_\_\_

**Printed Name:**\_\_\_\_\_