



**ATV RENTAL AGREEMENT AND ASSUMPTION OF RISK AND COMPLETE RELEASE AND WAIVER OF LIABILITY**

I UNDERSTAND THAT THE PURPOSE OF SIGNING THIS DOCUMENT IS TO EXEMPT AND RELEASE XPLOR ATV TOURS, INC, ITS OWNERS, EMPLOYEES, AGENTS, AND ASSOCIATED PERSONNEL, AND THEIR VEHICLES, INCLUDING BUT NOT LIMITED TO ALL-TERRAIN VEHICLES (WHETHER OWNED, OPERATED, LEASED OR CHARTERED), HEREINAFTER REFERRED TO AS "RELEASED PARTIES", AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITIES ARISING AS A CONSEQUENCE OF THE FOLLOWING, OR ANY OTHER ACTS OR OMISSIONS ON THEIR PART, INCLUDING BUT NOT LIMITED TO NEGLIGENCE OF ANY TYPE.

The undersigned hereby rent from XPLOR ATV TOURS, INC. the following described all terrain vehicle (ATV) or helmet for a limited period of time, upon the following terms and conditions.

<b>Renters name:</b>	<b>Date:</b>
<b>Address:</b>	<b>Drivers License #:</b>
<b>Cell Phone #:</b>	<b>Date of birth:</b>
<b>Unit #:</b>	<b>Start time:                      End time:</b>

**NO WARRANTY NO INSURANCE PROVIDED INHERENTLY DANGEROUS ACTIVITY**

XPLOR ATV TOURS, INC. 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 XPLOR ATV TOURS, INC. in its "as is" condition with all faults. The undersigned hereby acknowledge that riding ATV/UTVs with other vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or myself. XPLOR ATV TOURS, INC. strongly urges any renter and other riders to have medical insurance and liability insurance prior to engaging in this activity. XPLOR ATV TOURS, INC. does not provide medical insurance and advises that serious injuries can be financially devastating. The undersigned and all additional riders hereby personally accept all risks and liabilities of this activity. It has been explained to the undersigned and I understand that by executing this document I am giving up important legal rights. It is my further intention to give up those rights and in good faith to relieve and release XPLOR ATV TOURS, INC. of any duty legally owed to me in relation to the conduct of this activity.

**TERMS AND CONDITIONS**

- RULES OF OPERATION.** I agree to follow and be bound by the General ATV/UTV Operation Rules made a part of this agreement.
- 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/UTV(s), other vehicle(s), or equipment and that passengers will not be carried on any ATV. Riders under the age of 18 years must



provide XPLOR ATV TOURS, INC. with a written consent from a parent or legal guardian. Should any undersigned person, any minor child under my control or any other 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, 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 OR DAMAGE. I also agree to pay for the loss of use of any ATV/UTV or other vehicle or equipment covered by this agreement damaged by myself or other riders, at the rate of \$100 per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days. I hereby authorize XPLOR ATV TOURS, INC. to charge my credit card account provided as part of this transaction for any and all additional rental, damage and loss of use charges I may incur under the terms of this agreement.

3. **ASSUMPTION OF RISK.** I UNDERSTAND THAT THERE ARE INHERENT RISKS INVOLVED WITH ATV RIDING AND OPERATION, included but not limited to equipment failure, perils while riding and driving the ATV/UTV, harm caused by animals (including bites), acts of fellow participants, and other activities and I HEREBY ASSUME SUCH RISKS. I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV/UTV or other equipment obtained from XPLOR ATV TOURS, INC., 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/UTV or any other ATV/UTV and/or equipment received or obtained from XPLOR ATV TOURS, INC.
4. **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 XPLOR ATV TOURS, INC., 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/UTV and any other ATV/UTV or other equipment received and/or obtained from XPLOR ATV TOURS, INC.. 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. The undersigned represents and warrants that he or she has considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and he or she voluntarily assumes that risk as part of this agreement.
5. **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 XPLOR ATV TOURS, INC. or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against XPLOR ATV TOURS, INC. and its shareholders, 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 or any other ATV/UTV or equipment received and/or obtained from XPLOR ATV TOURS, INC. 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.



6. **INDEMNIFICATION.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold XPLOR ATV TOURS, INC., 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/UTV or any other ATV/UTV or other equipment received or obtained from XPLOR ATV TOURS, INC. The undersigned likewise shall indemnify XPLOR ATV TOURS, INC., its shareholders its shareholders, directors, officers, employees, agents, successors and assigns against any losses, costs or expenses, including attorneys' fees, resulting from a breach of this agreement.
7. **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 Florida.
8. **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 attorney's fees and all costs and expenses incurred in pursuit thereof.
9. **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 representative of XPLOR ATV TOURS, INC.
10. **PARENTAL CONSENT.** I am the parent or legal guardian of the minor(s) identified below. I hereby consent that the above listed ATV/UTV or any other vehicle or equipment I may obtain from XPLOR ATV TOURS, INC. 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.
11. IT IS MY INTENTION BY THIS INSTRUMENT TO GIVE UP MY RIGHT TO SUE ALL PERSONS OR ENTITIES REFERRED TO HEREIN, WHETHER SPECIFICALLY NAMED OR NOT, AND IT IS ALSO MY INTENTION TO EXEMPT AND RELEASE ALL RELEASED PARTIES AND TO HOLD THESE ENTITIES HARMLESS FROM ANY AND ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR GROSS NEGLIGENCE AND I ASSUME ALL RISK IN CONNECTION WITH THE RENTING AND USE OF THE ATV/UTVs. INCLUDING BUT NOT LIMITED TO THE MAINTENANCE OF THE EQUIPMENT OR ORGANIZATION OF THIS ACTIVITY.
12. I have carefully read this contract in its entirety, fully understand its contents, and agree to the terms and conditions of this contract on behalf of myself, my heirs, and my personal representatives. This document constitutes the final and entire agreement between Released Parties and the undersigned. There are NO WARRANTIES expressed or implied, which extend beyond the description of the activity listed on this form. THIS IS A COMPLETE RELEASE OF LIABILITY AND A LEGALLY BINDING CONTRACT.



13. I, on behalf of myself, my personal representatives and my heirs hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify XPLOR ATV TOURS, INC. and its owners, agents, officers, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of my use of the ATV/UTV. I specifically understand that I am releasing, discharging and waiving any claims or actions that I may have presently or in the future, for all liability, including the negligent or grossly negligent acts or other conduct by the owners, agents, officers or employees of XPLOR ATV TOURS, INC.

14. 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.

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**Age**

**Helmet**

**Date**

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**Full Name**

**Signature**