

## RENTAL AGREEMENT AND WAIVER OF LIABILITY

The undersigned hereby rent from Mystic Rentals, LLC (dba Mystic Trails Rentals) the following described utility trail vehicle (UTV) or all terrain vehicle (ATV) equipment for a limited period of time, upon the following terms and conditions.

### RENTER AND EQUIPMENT INFORMATION

Full Name	Driver's License Number	Date of Birth	
Mailing Address	City	State	Zip Code
Email Address	Telephone Number	Credit Card #	

### NO WARRANTY – INHERENTLY DANGEROUS ACTIVITY – NO MEDICAL OR PHYSICAL DAMAGE TO EQUIPMENT INSURANCE PROVIDED

Mystic Trails Rentals 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. I, the undersigned, accept any vehicle or other equipment provided by Mystic Trails Rentals in its "as is" condition with all faults. I hereby acknowledge that riding UTVs and ATVs with other like vehicles and riders is a dangerous activity, with a high risk of serious bodily injury or death to others or oneself. Mystic Trails Rentals does not provide medical insurance and advises that serious injuries can be financially devastating. I personally accept all risks and liabilities of this activity. It has been explained to me 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 Mystic Trails Rentals of any duty legally owed to me in relation to the conduct of this activity.

Equipment Rented Please write ATV/UTV model below	QTY	Machine #	Date
Number of Helmets loaned			

### TERMS AND CONDITIONS – READ THIS CAREFULLY

- 1. \_\_\_\_\_ 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), UTV(s), other vehicle(s) or equipment and that passengers will not be carried on any ATV or UTV not designed for such use. No drivers without a valid driver's license will be permitted to operate equipment. 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, other vehicle or equipment covered by this agreement. **I AGREE TO PAY FOR ALL SUCH LOSS AND/OR DAMAGE.** I also agree to pay for the loss of use of any ATV or 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 14 days. I hereby authorize Mystic Trails Rentals 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.
  
- 2. \_\_\_\_\_ Assumption of Risk.** I expressly and voluntarily assume all risk and liability for the loss or damage to any ATV, UTV or other equipment obtained from Mystic Trails Rentals 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 or any other ATV, UTV and/or equipment received or obtained from Mystic Trails Rentals.
  
- 3. \_\_\_\_\_ Waiver and Release of Claims.** I, 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 Mystic Trails 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, UTV and any other ATV, UTV or other equipment received and/or obtained from Mystic Trails Rentals. 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. I represent and warrant that I have considered the possibility that claims, liabilities, injuries, damages and causes of action may develop, accrue or be discovered in the future, and I voluntarily assume that risk as part of this agreement.
  
- 4. \_\_\_\_\_ 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 Mystic Trails Rentals or any shareholder, director, officer, employee, agent, successor or assign thereof, or in any manner assert any further claim or demand against Mystic Trails Rentals 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 Mystic Trails Rentals. 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.

5. **Indemnification.** The undersigned shall indemnify, defend (by counsel reasonably acceptable to indemnity), protect and hold Mystic Trails 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, UTV or any other ATV, UTV or other equipment received or obtained from Mystic Trails Rentals. The undersigned likewise shall indemnify Mystic Trails Rentals, 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.

6. **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 South Dakota.

7. **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.

8. **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 corporate representative of Mystic Trails Rentals, 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.

9. **PARENTAL CONSENT** \_\_\_\_\_ 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 Mystic Trails 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.

Dated: \_\_\_\_\_

RENTER / OPERATOR / ADDITIONAL RIDER / PASSENGER

RENTER/OPERATOR SIGNATURE	Age	PRINT NAME
ADDITIONAL RIDER / PASSENGER SIGNATURE	Age	PRINT NAME
ADDITIONAL RIDER / PASSENGER SIGNATURE	Age	PRINT NAME
ADDITIONAL RIDER / PASSENGER SIGNATURE	Age	PRINT NAME
ADDITIONAL RIDER / PASSENGER SIGNATURE	Age	PRINT NAME
ADDITIONAL RIDER / PASSENGER SIGNATURE	Age	PRINT NAME

Please sign below for minor passengers:

In consideration of the above listed ("Minor"(s)) Being permitted by Mystic Trails Rentals (Mystic Rentals, LLC), to participate in its activities and use its equipment and facilities, I further agree to indemnify and hold harmless Mystic Trails Rentals (Mystic Rentals, LLC), from any and all claims which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor

SIGNATURE OF PARENT/GUARDIAN \_\_\_\_\_ PRINT NAME \_\_\_\_\_

**Please note:** The Renter/Operator is responsible for all damages caused to the machine. In addition, a \$40 dollar cleaning fee will be added for "excessive" mud. A \$200 new tire fee will be added for side wall damage. Mystic Trails will be responsible for damage to the face of the tire.