

PJ's PERFORMANCE UTV RENTALS, LLC

UTV RENTAL AGREEMENT and WAIVER OF LIABILITY

The undersigned hereby rent from PJ's Performance UTV Rentals, LLC ("PJ's"), an Arizona limited liability company, the following described vehicle, 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 in this agreement:

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

I am 25 years of age or older _____ Date of Birth _____|_____|_____ Today's Date _____

_____ | _____ | _____ | _____ | _____
Mailing Address *Apt./Suite #* *City* *State* *Zip Code*

_____ | _____ | _____
Cellular Phone *Home Phone* *Email Address*

_____ (Renter) _____
print first name *print last name* *initials*

Equipment Assigned	Goggles	Helmets	Extension Cords	IPad	Ram Mount	Start Time	End Time

Please note: Arizona state law requires the use of a helmet for all riders under the age of 18.

Class:

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

_____ | _____ | _____ | _____
class *print passenger name and date* *age* *signature*

_____ | _____ | _____ | _____
class *print passenger name and date* *age* *signature*

_____ | _____ | _____ | _____
class *print passenger name and date* *age* *signature*

_____ | _____ | _____ | _____
class *print passenger name and date* *age* *signature*

NO WARRANTY – NO INSURANCE PROVIDED – INHERENTLY DANGEROUS ACTIVITY

PJ'S 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 PJ'S IN ITS "AS IS" CONDITION WITH ALL FAULTS. I (WE) THE UNDERSIGNED HEREBY ACKNOWLEDGES THAT DRIVING UTV(S) WITH OTHER LIKE VEHICLES AND RIDERS, IS AN ACTIVITY CARRYING RISKS OF SERIOUS PERSONAL INJURY, PROPERTY DAMAGE, PARALYSIS OR DEATH. I (WE) KNOW THAT OPERATING 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. PJ'S STRONGLY URGES THE RENTER AND OTHER RIDERS TO HAVE MEDICAL INSURANCE PRIOR TO ENGAGING IN THIS ACTIVITY. PJ'S 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. 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 CONDITION 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 PJ'S OF ANY DUTY LEGALLY OWED TO ME (US) IN RELATION TO THE CONDUCT OF THIS ACTIVITY.

TERMS AND CONDITIONS - READ THIS CAREFULLY.

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 a 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 21 years will be permitted to drive or operate any UTV(s) under any circumstances.** Should any undersigned person, any minor under my control or any person with permission of any undersigned person or entity 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 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 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 PJ's 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.

A copy of a valid driver's license for each Operator is required.

All rentals require a credit card authorization of \$2,000.00 per UTV on a valid credit card.

3. **___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 Arizona and exclusive jurisdiction and venue for any action arising from or related to this agreement shall be the state and/or federal courts located in Phoenix, Arizona. I hereby submit to the personal jurisdiction of the state and/or federal courts located in Phoenix, Arizona for any action arising from or related to this agreement.

4. **___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 PJ's. 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.

5. **___Good Condition.** I represent that the UTV and any other UTV or other equipment received and/or obtained from PJ's is in good condition and further represent and warrant that it will be returned in the same condition, notwithstanding ordinary wear and tear.

6. **___Entry of Property.** I agree to allow PJ's the right to enter my property for the delivery, pick-up or repossession of the UTV(s) in the event that I do not return them. I will not loan, sublet or otherwise dispose of the UTV(s).

7. **___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, severally 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 ("Agreement") shall operate any UTV, or other rental vehicle or equipment.

2. We recommend wearing a helmet and eye protection at all times while operating a UTV. Wearing a helmet is required by law in California. 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.

3. Do not operate any 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 all local rules and state and local laws. 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 ride in water or wet sand. It corrodes the undercarriage.

8. **Insurance.** You are responsible for all damage or loss you cause to the Vehicle and to others. You agree to provide liability, collision and comprehensive insurance covering you, us, and the Vehicle. We also provide an insurance policy ("**Policy**") that covers automobile liability coverage for bodily injury and

property damage to third parties with limits no higher than the minimum amounts stated in the financial responsibility insurance laws of the state whose laws apply to the loss. Any insurance we are required to provide is excess to any other valid and collectible insurance whether primary, secondary, excess or contingent. The Policy contains exclusions, conditions, and limitations applicable to anyone claiming coverage. **You and we reject PIP, medical payments, no-fault, uninsured and under-insured motorist coverage.** To the extent such protection is imposed by operation of law, that protection will be for the minimum limits required by applicable law. You must: (a) report all damage to us and all accidents to us and the police as soon as you discover them and complete our incident report form; and (b) provide us with a legible copy of any service of process, pleading, or notice of any kind related to an accident or other incident involving the Vehicle. Coverage under the Policy is void if you give the Vehicle to an unauthorized driver or otherwise materially breach this Agreement; or if you fail to cooperate in a loss investigation or to file a timely and accurate incident report.

9. Do not participate in any race or contest involving other UTV(s) or any other vehicle.
10. Do not tow other UTV(s) or any other vehicle nor allow them to tow you and your rental UTV(s).
11. No alcohol or drug possession or consumption before or during use while in possession of rented UTV(s) or other vehicle/equipment.
12. Be aware of other riders and vehicles.
13. Be aware of your terrain. Do not go up, down or sideways on steep inclines.
14. Do not park and leave vehicle or equipment unattended.
15. In case of breakdown, call our office. Additional rental time will be allocated for time lost due to a breakdown.
16. Anyone not following these rules or the laws of the applicable jurisdiction, or those who are caught speeding or riding without a helmet, will be asked to return the UTV(s) and the remainder of their rental will be forfeited.
17. Vehicles are to be returned on time or additional fees will be charged. Late return fee is \$50 for the first hour and \$100 for each hour thereafter.
18. There are no refunds for early returns.
19. There are no refunds for inclement weather.
20. There is a \$150 Cleaning Fee for vehicles returned with excessive mud on them.
21. Watch out for rocks and ruts while riding in the desert. Hitting rocks/sharp objects can ruin tires and damage the suspension of your rental. You are responsible for all tire damage that occurs during your rental.
22. Ride prepared. Bring a charged cell phone, suitable clothing, maps and bottled water.
23. Do not attempt steep trails when you do not know where they end up. Being trapped at the bottom of a canyon can lead to expensive recovery bill for your machine.
24. Never ever jump this vehicle. It will land on its nose. Damaging the suspension and frame is expensive. You will be responsible for parts, labor and down time of the UTV plus a \$1,000 Damage and Loss of Use Fee.
25. Never make aggressive turns or donuts, the tires can come off the rims and cause this vehicle to tip over or roll over. **If the vehicle is returned with any damage such as, but not limited to, bent suspension, broken shock absorber, missing skid plate etc., you will be assessed a \$1,000 Damage and Loss of Use Fee. Any crash or roll over will also be assessed a \$1,000 Damage and Loss of Use Fee. This fee is a separate fee and is in addition to any damage charged under the deductible.** The tire fee is \$100 per tire to clean out and re-mount the tire.
26. If you do roll the vehicle and the vehicle ends up on its side or upside down, safely upright the car if possible and call our office. Don not attempt to start or drive the vehicle as more damage may occur.
27. Our rescue fee for an incident that is caused by operator error is \$500 if the vehicle is within 50 miles from our shop. Outside of 50 miles, the operator is responsible for all costs associated with retrieving and returning the vehicle to us. This fee is in addition to any damage deductible.
28. Passengers should be able to sit in the seat with their back against the seat, reach hand holds and place

feet flat on the floor with the seat belts fastened. We do not recommend or allow small children to ride in car seats. Never put a child in your lap to help drive.

29. If you hear or feel anything that seems like you have mechanical problem developing please stop and call us to prevent further damage.

30. We reserve the right to further inspect and revise our estimate of damages from your ride. You are responsible for everything that breaks during your rental.

31. Be very careful if you are riding in a wash. Washes fill up quickly in the event of rain and can be much deeper than they appear. Use extreme caution in and around all water, particularly fast-moving water.

Accepted and Agreed this _____ day of _____, 20__.

Signature: _____

Print Name: _____