

Mike's Motorsports

Document 1: MBA ATV Rental Insurance Terms and Release

In order for the renter to have proper coverage and to be added to the rental operators policy, the renter is **REQUIRED** to pay a per day insurance charge of \$15.00 a day with a one time \$3.00 processing fee.

Coverage's Include:

- * State Statutory for Renter
- * \$1,000 Deductible - Comprehensive
 - Comprehensive means sudden direct or accidental, this includes fire and theft.
- * \$1,000 Deductible - Collision
 - The renter is at fault when hitting a person or object that causes damage to the ATV.
 - **Secondary** - the insurance company is second up to pay the loss and has the right to pursue the renter

for any collision damages paid to the rental operator for damages to the ATV. The insurance company will see if the renter has coverage else where and re-coop what they may have paid the rental operator.

- * Excluding Guest Passenger Liability
- * \$500 Medical Payments - Medical payment for you if hurt in an accident

I (renter) _____ FULLY understand and have read the terms outlined above and FULLY agree with no objections stated or implied.

Date _____

Mike's Motorsports Rental Representative _____

Date _____

Mike's Motorsports

Document 2: Operator Safety Terms and Release

Definitions of terms used in this document:

ATV - All Terrain Vehicle rented from Mike's Motorsports ATV Rentals
Operator - Renter/Driver of ATV

1. I agree that I am at least 18 years of age.
2. I agree that I will wear proper safety equipment when operating ATV.
3. I agree that I will be the ONLY operator of this ATV.
4. I agree there are to be NO PASSENGERS, NO DOUBLING on this ATV. OPERATOR ONLY (as signed on documents)
5. I agree there are to be NO MINORS operating this ATV.
6. I agree that I will not consume alcohol, drugs, or ingest any substances that could/would adversely affect my ability to safely/successfully operate the ATV.
7. I agree to operate the ATV ONLY on areas that are legal by state law.
8. I agree to NOT TRESPASS on any property I am not allowed to operate the ATV on.
9. I agree to avoid driving in any areas I do not believe I have the skill to operate in.
10. I agree that I have been thoroughly briefed on how to safely operate the ATV and/or I have established myself as an experienced ATV operator before Mike's Motorsports ATV rentals.

WAIVER AND RELEASE:

I (renter)_____ take FULL responsibility for ANY and ALL injuries sustained while operating the ATV rented from Mike's Motorsports ATV rentals, regardless of cause, whether it be mechanical failure, weather conditions, terrain conditions, other forces of nature, other vehicles, or operator error.

I (renter)_____ DO NOT hold Mike's Motorsports responsible for ANY or ALL injuries sustained while operating the ATV rented from Mike's Motorsports, regardless of cause, whether it be mechanical failure, weather conditions, terrain conditions, other forces of nature, other vehicles. or operator error. I FULLY understand and have read the terms outlined above and FULLY agree with no objections stated or implied.

Date_____

Mike's Motorsports Representative_____ Date_____

Mike's Motorsports ATV Rentals

Mike's Motorsports

Document 4: ATV Condition Terms and Release Form

Definitions of terms used in this document:

1. I agree to check-in (return) the ATV in the EXACT same condition it was in upon check-out (pickup) as outlined in DOCUMENT 2: CHECK-IN/CHECK -OUT FORM.
Note: Acceptable tire tread-wear is expected, however excessive damage due to being driven on roadways is not and will be counted as damage.
2. I agree that ANY and ALL damages/losses sustained to the ATV during the rental period outlined in DOCUMENT 5: ATV RENTAL SCHEDULE that cost up to \$1,000 are to be paid for by ME, the renter. If damages/losses are greater than \$1,000, then the initial \$1,000 is to be paid for Me, the renter, and the excess is to be paid for by the mandatory insurance policy as outlined in DOCUMENT 1: INSURANCE WAIVER AND RELEASE FORM.
3. I agree to pay for damages/losses up to \$1,000 out of my security deposit.
4. I agree that Mike's Motorsports will hold my security deposit no less than 7 (seven) days and no later than 30 (thirty) days after check-in date if there are no damages.
5. I agree that I will NOT submerge (see definition Doc #8) the ATV in rivers, mudholes, water-basins or any other body of water beyond the ATV's designed capabilities. If upon inspection it is obvious the ATV has been submerged, I forfeit my ENTIRE security deposit to Mike's Motorsports.
6. I agree to return the ATV as clean as it was when it was checked-out. Failure to do so will result in a \$40 cleaning fee.
7. I agree to return the ATV with a FULL tank of gas, just as it was when it was checked-out. Failure to do so will result in a \$20 fuel Charge.
8. I agree to terms outlined in DOCUMENT 3: CHECK-IN/CHECK-OUT.

I (renter) _____ FULLY understand and have read the terms outlined above and FULLY agree, with no objections stated or implied.

Date _____

Mike's Motorsports Representative _____

Date _____

Mike's Motorsports

DOCUMENT 5: ATV Rental Schedule

ATV - All Terrain Vehicle rented from Mike's Motorsports
OPERATOR - Renter/Driver of ATV
CHECK-OUT - When ATV is picked up
CHECK-IN - When ATV is brought back

1. I agree that check-out time is no earlier than 9:00 am on specified check-out date.
2. I agree that check-in time is between 4:00 pm till 5:00 pm on specified check-in date.
3. I agree that there are no refunds/discounts if I am late picking up ATV.
4. I agree that I will be charged a \$100 late fee if ATV is brought back up to 4 hours late on check-in date.
5. I agree that I will be charged a FULL DAY RENTAL FEE if ATV is brought back beyond 4 hours late on check-in date.
6. I agree that Mike's Motorsports will take legal action and seek prosecution if ATV is over 24 Hours later than specified check-in date.
7. A \$50 Deposit per ATV is required at time of reservation.
8. I agree that there are **NO REFUNDS**.
9. I agree that I will be charged a \$25 (per ATV) Processing fee if I cancel my reservation no later than 2 weeks in advance.
10. I agree that I CANNOT CANCEL my reservation any later than 2 WEEKS in advance, and will NOT receive a REFUND.

<u>DAY OF WEEK</u>	<u>DATE</u>	<u>CHECK-OUT</u>	<u>CHECK-IN</u>
MONDAY			
TUESDAY			
WEDNESDAY			
THURSDAY			
FRIDAY			
SATURDAY			
SUNDAY			

I (renter) _____ Fully understand and have read the terms outlined above and Fully agree with no objections stated or implied.

Date _____

Mike's Motorsports Representative _____

Date _____

Mike's Motorsports

DOCUMENT 6: Safety Gear Statement and Release Form

ATV - All Terrain Vehicle rented from Mike's Motorsports
OPERATOR -Renter/Driver of ATV

1. I agree to wear a DOT-APPROVED helmet and goggles at all times while operating the ATV.
2. I agree that Mike's Motorsports has sincerely stressed the requirement to wear the helmet and goggles provided by Mike's Motorsports.(\$30 security deposit, \$20 refund when returned in *clean working condition, not broken/scratched*).
3. I agree that Mike's Motorsports has also offered the use of chest/shoulder guards to be worn.
4. I agree that I have been thoroughly briefed on how to successfully and safely operate the ATV.
5. I agree that although wearing protective equipment reduced my risk of injury, it does not in any way guarantee my safety.
6. I agree to bring safety equipment loaned to me by Mike's Motorsports back in the SAME condition it was in upon check-in date. Any damages, losses to equipment will be charged/billed to customer and /or deducted from security deposit. (\$30 security deposit, \$20 refund when returned in *clean working condition, not broken/scratched*).

I (renter)_____FULLY understand and have read the terms outlined above and FULLY agree with no objections stated or implied.

Date_____

Mike's Motorsports Representative_____

Date_____

Mike's Motorsports

DOCUMENT 8: Refund Policy Terms and Release Form

Definitions of terms used in this document:

ATV- All terrain Vehicle rented from Mike's Motorsports
OPERATOR- Renter/Driver of ATV
SUBMERGED- ATV is submerged in water/mud up to seat bottom

1. I cannot get a refund on my reservation unless I notify Mike's Motorsports 2-weeks or further in advance. Any later notice is non-refundable.
2. That if the weather adversely affects the ability to utilize the ATV, Mike's Motorsports is under NO obligation to issue a refund or discount.
3. I agree that if the ATV fails in use (**NOTE: MECHANICAL FAILURE NOT CAUSED BY OPERATOR**), I am REQUIRED to contact Mike's Motorsport immediately. Failure to make contact will delay or forfeit any possible refunds/replacement ATV. Depending on availability, Mike's Motorsports will then replace the ATV and issue a full day's refund for the day the failure occurs. If the ATV is disabled and cannot be replaced due to lack of availability, a refund for the day of failure and the remainder of the rental period will be issued.
4. If I am not satisfied with the performance of the ATV, i do not get a refund. This is one of the most respected ATV's on the market. so unless a mechanical failure occurs (SEE #3 above), there's no logical reason to be displeased with its performance, and therefore no refund will be issued.
5. If i am not satisfied with the overall experience of off-road activities, Mike's Motorsports is in no way responsible.
6. If I get injured during the rental period and have to sit out while there is more rental time already paid for, Mike's Motorsports is not responsible and under NO obligation to issue any refunds.

I (renter)_____ FULLY understand and have read the terms outlined above and FULLY agree, with no objections stated or implied.

Date_____

Mike's Motorsports Representative_____ Date_____