

## STREET-LEGAL UTV RENTAL AGREEMENT

### ASSUMPTION OF RISK, WAIVER OF LIABILITY & INDEMNIFICATION AGREEMENT

This Street-Legal UTV Rental Agreement, Assumption of Risk, Waiver of Liability and Indemnification Agreement (“Agreement”) is entered into on the date signed below by and between:

**Rental Company:** \_\_\_\_\_  
Business Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

AND

**Renter Name:** \_\_\_\_\_  
Driver’s License #: \_\_\_\_\_  
State: \_\_\_\_\_ Expiration Date: \_\_\_\_\_  
Date of Birth: \_\_\_\_\_  
Address: \_\_\_\_\_  
Phone: \_\_\_\_\_

Collectively referred to as the “Parties.”

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#### 1. VEHICLE DESCRIPTION

Vehicle Make/Model: \_\_\_\_\_  
VIN: \_\_\_\_\_  
License Plate #: \_\_\_\_\_  
Rental Period: From \_\_\_\_\_ To \_\_\_\_\_

The vehicle covered by this Agreement is a **street-legal UTV (Utility Task Vehicle)** (“UTV”).

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#### 2. ELIGIBILITY REQUIREMENTS

Renter represents and warrants:

- Renter is at least 25 years of age.
- Renter possesses a valid government-issued driver’s license.

- Renter has no medical or physical conditions that would impair safe operation.
- Renter has adequate motor vehicle insurance that may apply to rental vehicles.

Only individuals listed and approved by Rental Company may operate the UTV.

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### **3. PERMITTED USE – STRICT LIMITATION**

The UTV may ONLY be operated:

- On **public roads open to standard motor vehicle traffic** where UTVs are legally permitted.
- On **designated, marked trails where Street Legal Rentals LLC have approved access.**

#### **ABSOLUTELY PROHIBITED:**

- Any unapproved off-road use.
- Driving through fields, woods, desert, dunes, beaches, mud, unmarked trails, private property, construction sites, or any terrain not specifically designated for street-legal UTV use.
- Rock crawling, hill climbing, racing, jumping, drifting, or stunt driving.
- Operation under the influence of alcohol, drugs, or impairing substances.
- Exceeding posted speed limits.
- Towing, pushing, or pulling any vehicle or object.
- Carrying more passengers than manufacturer's specifications.

**ANY OFF-ROAD USE CONSTITUTES A MATERIAL BREACH OF THIS AGREEMENT AND MAY VOID INSURANCE COVERAGE.**

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### **4. ACKNOWLEDGMENT OF INHERENT RISKS**

Renter understands and acknowledges that operating a street-legal UTV involves inherent risks, including but not limited to:

- Collision with motor vehicles, pedestrians, cyclists, wildlife, or obstacles.
- Vehicle rollover.

- Loss of control.
- Mechanical failure.
- Road hazards and changing weather conditions.
- Serious bodily injury or death.

Renter voluntarily assumes all risks, known and unknown, foreseeable and unforeseeable.

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## **5. ASSUMPTION OF RISK**

Renter knowingly and voluntarily assumes full responsibility for any and all risks of property damage, bodily injury, disability, or death arising from:

- Operation of the UTV.
  - Use of public roads or designated trails.
  - Acts of other drivers or third parties.
  - Road or trail conditions.
  - Renter's own negligence.
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## **6. RELEASE AND WAIVER OF LIABILITY**

To the fullest extent permitted by law, Renter hereby releases, waives, and discharges Rental Company, its owners, officers, employees, agents, insurers, successors, and assigns from any and all liability, claims, demands, losses, damages, costs, or causes of action arising out of or related to:

- Use or operation of the UTV.
- Mechanical failure.
- Accidents or collisions.
- Injury or death.
- Property damage.

This release includes claims arising from the negligence of the Rental Company, except for gross negligence or willful misconduct where prohibited by law.

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## **7. INDEMNIFICATION**

Renter agrees to indemnify, defend, and hold harmless Rental Company from any claims, lawsuits, damages, attorney's fees, or liabilities arising from:

- Renter's operation of the UTV.
- Violation of traffic laws.
- Off-road operation.
- Damage to the UTV.
- Injuries to third parties.
- Property damage.
- Violations of this Agreement.

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## **8. RESPONSIBILITY FOR DAMAGE**

Renter is financially responsible for:

- All damage to the UTV, regardless of fault.
- Theft or vandalism.
- Tire, undercarriage, suspension, or mechanical damage.
- Damage resulting from unauthorized or off-road use.
- Diminished value of the vehicle.
- Loss of rental income during repair.

Renter authorizes Rental Company to charge the credit card on file for any repair costs, towing, recovery, or administrative fees.

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## **9. TRAFFIC VIOLATIONS & FINES**

Renter is responsible for:

- All traffic citations.
- Parking violations.

- Tolls.
  - Impound fees.
  - Administrative processing fees.
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## **10. ACCIDENT REPORTING REQUIREMENTS**

In the event of an accident or damage, Renter must:

1. Immediately notify Rental Company.
2. Contact local law enforcement.
3. Obtain a police report.
4. Not admit fault or liability.

Failure to comply may result in full financial responsibility.

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## **11. HELMETS & SAFETY EQUIPMENT**

Where required by law, all operators and passengers must wear helmets and seatbelts. Renter agrees to operate the UTV responsibly and follow all manufacturer safety guidelines.

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## **12. NO WARRANTIES**

Rental Company makes no warranties, express or implied, including fitness for a particular purpose. Renter accepts the UTV "AS IS."

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## **13. SECURITY DEPOSIT**

Security Deposit Amount: \$1,000

Deposit may be used to cover:

- Damage
- Cleaning
- Off-road use investigation

- Administrative costs
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#### **14. INSURANCE DISCLOSURE**

Rental Company's insurance coverage, if any, may be secondary to Renter's personal automobile insurance.

Renter understands that:

- Insurance may not cover unauthorized or off-road use.
  - Renter may be personally liable for damages.
  - Renter is strongly advised to contact their insurer before renting.
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#### **15. GPS TRACKING & TELEMATICS DISCLOSURE**

Renter acknowledges that the UTV may be equipped with GPS tracking and telematics devices to:

- Monitor speed
- Monitor geographic location
- Detect off-road usage
- Investigate accidents
- Ensure compliance with this Agreement

Unauthorized off-road use may result in immediate termination of rental and penalties.

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#### **16. EARLY TERMINATION**

Rental Company may immediately repossess the UTV without notice if:

- Off-road use is detected.
- Traffic laws are violated.
- Impairment is suspected.
- This Agreement is breached.

No refund will be issued upon early termination for violation.

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**17. GOVERNING LAW & VENUE**

This Agreement shall be governed by the laws of the State of Oklahoma.  
Any disputes shall be resolved exclusively in courts located in McCurtain County, OK.

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**18. SEVERABILITY**

If any provision is deemed invalid, the remainder shall remain in full force and effect.

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**19. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties and supersedes all prior agreements or representations.

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**20. ACKNOWLEDGMENT OF UNDERSTANDING**

By signing below, Renter acknowledges:

- They have read this Agreement fully.
  - They understand the prohibition against any off-road use.
  - They voluntarily agree to its terms.
  - They understand they are giving up substantial legal rights.
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**RENTER SIGNATURE:**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

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**RENTAL COMPANY REPRESENTATIVE:**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

## **MINOR PASSENGER LIABILITY RELEASE (If Applicable)**

**This section applies only if a minor (under 18 years of age) will be a passenger in the UTV.**

The undersigned parent or legal guardian ("Guardian") of the minor passenger named below ("Minor") hereby agrees to the following:

**1. Assumption of Risk for Minor**

Guardian acknowledges and understands that UTV operation involves inherent risks, including but not limited to collision, rollover, mechanical failure, loss of control, and serious bodily injury or death. Guardian voluntarily accepts and assumes all risks **on behalf of the Minor** arising from riding in the UTV.

**2. Release of Liability**

To the fullest extent permitted by law, Guardian releases and discharges the Rental Company, its owners, employees, agents, insurers, successors, and assigns from any and all claims, injuries, damages, or causes of action arising from or related to the Minor's presence in or use of the UTV, including those arising from the ordinary negligence of the Rental Company.

**3. Indemnification**

Guardian agrees to indemnify and hold harmless the Rental Company from any claims brought by or on behalf of the Minor, including attorney's fees, medical expenses, damages, or liabilities arising from the Minor's participation.

**4. Compliance With All Safety Requirements**

Guardian agrees that the Minor will:

- Wear a seatbelt at all times
- Wear a helmet where required by law
- Remain seated and properly secured
- Follow all safety instructions provided by the Rental Company or UTV operator

**5. Authorization**

Guardian represents that they are the lawful parent or legal guardian of the Minor and have full authority to execute this release.

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**Minor Passenger Information**

# of Minor's : \_\_\_\_\_

Ages: \_\_\_\_\_

**Parent/Guardian Information & Signature**

Name: \_\_\_\_\_

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

Date: \_\_\_\_\_

**NON-DRIVER (PASSENGER) LIABILITY RELEASE**

**(For Adult Passengers Age 18 or Older)**

This Non-Driver (Passenger) Liability Release ("Release") applies to any individual riding as a passenger ("Passenger") in a street-legal UTV ("UTV") owned or operated by the Rental Company. By signing below, Passenger voluntarily agrees to the following terms:

**1. Acknowledgment of Risks**

Passenger understands that riding in a UTV involves inherent risks, including but not limited to:

- Collision with other vehicles, pedestrians, wildlife, or obstacles

- Rollover or loss of vehicle control
- Mechanical failure
- Road hazards, weather changes, or operator error
- Serious bodily injury, disability, or death

Passenger voluntarily assumes all risks, known and unknown, associated with riding in the UTV.

## **2. Release of Liability**

To the fullest extent permitted by Oklahoma law, Passenger releases and discharges the Rental Company, its owners, employees, agents, insurers, successors, and assigns from any and all liability, claims, damages, losses, or causes of action arising from or related to Passenger's presence in or use of the UTV, including those arising from ordinary negligence by the Rental Company.

This Release does **not** apply to gross negligence or willful misconduct where prohibited by law.

## **3. No Operational Authority**

Passenger acknowledges:

- They **are not permitted to operate** the UTV at any time.
- They must remain seated, seat-belted, and follow all safety instructions.
- They may not interfere with the driver's operation of the vehicle.

## **4. Indemnification**

Passenger agrees to indemnify and hold harmless the Rental Company from any claims, damages, attorney's fees, or liabilities arising out of:

- Passenger's actions while riding in the UTV
- Passenger's failure to comply with safety rules
- Claims brought by third parties related to Passenger's conduct

## **5. Compliance With Safety Measures**

Passenger agrees to:

- Wear a seatbelt at all times
- Wear a helmet where required by law

- Keep all body parts inside the vehicle
- Follow all safety instructions from the Rental Company or driver

## **6. Fitness to Ride**

Passenger certifies that they:

- Are at least 18 years old
- Do not have any medical or physical condition that would impair safe participation
- Are not under the influence of alcohol, drugs, or impairing substances

## **7. Agreement to Terms**

Passenger acknowledges that they have read this Release, understand its terms, and voluntarily agree to be bound by it. Passenger understands they are giving up substantial legal rights by signing.

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## **PASSENGER INFORMATION & SIGNATURE**

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Phone: \_\_\_\_\_

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

Date: \_\_\_\_\_