
FOR OFFICE USE ONLY (PLEASE PRINT CLEARLY)

Deposit Amount Paid: _____ (\$100.00 Required Per Vehicle)

Choose Rental Amount: Hourly Rate: \$55.00 _____ Four Hour Rental Rate: \$200.00 _____

Choose Additional Rental Options: Helmet Rental: \$5.00 _____ Goggle Rental: \$2.50 _____

Total Amount Due: _____

Choose Payment Option: Cash: _____ Charge: _____

(Required For Rental)

Full Name of Card Holder: _____

Credit Card Number on File: _____

Credit Card Expiration Date: _____ CVV Code: _____

Date of Rental Agreement: _____ Copy Of Driver's License: _____

Name of Employee Processing Agreement: _____

Name of Employee Giving Safety Instruction: _____



CLEAR FORK ADVENTURE RESORT ATV RENTAL AGREEMENT

First Name: _____

Last Name: _____

Home Address: _____

City: _____ State: _____ Zip: _____

Cell Phone: _____

Email Address: _____

Driver's License Number: _____

Driver's License State: _____

Age: _____ **(ALL Riders Must be 16 years of age or older)**

RENTAL AGREEMENT

Please read and agree to the following in its entirety before participation: I, being over the age of 16, know that riding a 4- wheeler also known as an All-Terrain Vehicle ("ATV") is an activity carrying risks of serious personal injury, death or property damage. I also know that there are natural, mechanical and environmental conditions and risks which independently or in combination with my activities may cause injury or even death to me or others, as well as property damage. I know that operating ATVs has been the cause of serious injury and death in the past, because of the risks inherent in operation of the vehicle itself as well as where and how they are operated.

Being fully aware of the risks, conditions and hazards of the proposed activity as a participant, and in consideration for the enjoyment and experience of being able to rent and operate an ALL TERRAIN VEHICLE ("ATV") at the Clear Fork Adventure Resort (Northern Lights, LLC) , I HEREBY AGREE TO WAIVE, RELEASE AND DISCHARGE in advance Clear Fork Adventure Resort (Northern Lights, LLC) and all of its subsidiaries, employees or agents of said companies, and any agent and/or ticket seller (hereinafter all collectively referred to as "RELEASEES") from any and all liability, claims for damages for death, personal injury or property damage which I may have or which may hereafter accrue to me as a result of my participation in the ATV riding activity arising out of this rental agreement, whether known or unknown at this time, even if that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. I agree to accept all responsibility for the risks, conditions and hazards which may occur, whether they be known or unknown, ARISING FROM ANY ACCIDENT, INJURY OR PROPERTY DAMAGE WHATSOEVER, RELATED TO, RESULTING FROM, OR IN ANY WAY CONNECTED WITH, CUSTOMER'S RENTAL, PARTICIPATION OR OPERATION OF SAID ATV. This release contains the entire agreement between the parties hereto, shall not be altered except in writing signed by both parties, and shall be considered a contractual agreement and not a mere recital.

CUSTOMER FURTHER STATES THAT HE OR SHE HAS CAREFULLY READ THIS ENTIRE AGREEMENT, SIGNED OF HIS OR HER OWN FREE WILL, AND ON BEHALF OF ANY MINOR CHILD OR CHILDREN WITHIN CUSTOMER'S CHARGE, AND, IN SO DOING, ACKNOWLEDGES AND AGREES TO ABIDE BY THE FOLLOWING EXPRESS TERMS AND CONDITIONS.

INITIAL BELOW

_____ 1. I understand that ATVs are 4 wheeled gasoline powered vehicles which can achieve speeds of over 30 miles per hour, and can suddenly and violently accelerate, turn, overturn (especially on inclined surfaces), and/or lose control, depending upon my operation, terrain, and/or weather conditions. I AM AWARE THAT USE OF ATVs MAY BE HAZARDOUS, AND I HAVE ELECTED TO VOLUNTARILY PARTICIPATE IN THIS ACTIVITY WITH FULL KNOWLEDGE, ACCEPTANCE AND ASSUMPTION OF ANY AND ALL RISKS OF PERSONAL INJURY OR DEATH. I acknowledge that the ATV must at all times be operated in a reasonable, safe and prudent manner. I acknowledge that failure to observe and abide by the following may unreasonably or unnecessarily endanger life, limb or property, INCLUDING, BUT NOT LIMITED TO, THE FOLLOWING: Only 1 person per Single Rider ATV - NO ONE UNDER 16 MAY DRIVE a Single Rider ATV . NO riding without proper gear, including helmet, goggles and sturdy boots or shoes at all times. NO wheelies, jumps, stunts, bumping, cutting in front of other vehicles or ATVs, stop and gunning the ATV or other reckless driving or operation at any time. NO driving too fast for the conditions, visibility or experience. Drivers are aware of and must be alert for the possibility of hidden dangers when riding over unfamiliar terrain. NO "side-hilling" - to keep from turning over, you must go directly up and down all hills and embankments. Stay away from, or use extreme caution on or near, all public roads and vehicular traffic. NO operation of the ATV outside designated areas and trails – stay on the established trail. NO operation of the ATV close to any other vehicle or other ATVs. NO riding too closely behind other all-terrain vehicles – keep at least four ATV lengths behind another ATV. NO passing other ATVs. NOTE: Violation of any of the above may result in immediate termination of ATV rental without ANY refund.

_____ 2. I warrant that both MYSELF and MY minor children (where applicable) must act responsibly and in a careful manner as mature adults in operating the ATV and state that I have no medical condition(s) or disabilities incompatible with the safe operation of an ATV. I acknowledge that NO ONE under the age of 16 may drive a Single Rider ATV under any circumstances.

_____ 3. I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE AN ATV WHILE UNDER THE INFLUENCE OF, OR IN ANY WAY IMPAIRED BY ANY DRUG (legal or illegal) OR ALCOHOL. BY INITIALING THIS BOX, I HEREBY WARRANT THAT I AM NOT UNDER THE INFLUENCE, OR IN ANY WAY IMPAIRED BY, ANY DRUG AND/OR ALCOHOL.

_____ 4. I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE ATV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR. I further agree to hold harmless and indemnify RELEASEES for any and all loss or damages (including theft) to MYSELF or other persons, objects or property, including, but not limited to, any eyewear (prescription or non-prescription eyeglasses, contact lenses, sunglasses, etc.), cash, jewelry, electronic equipment, including cell phones and cameras or other personal property, caused by or arising out of MY use or operation of the rented ATV.

_____ 5. I acknowledge that before operating any ATV of The Clear Fork Adventure Resort (Northern Lights, LLC) I must demonstrate safe driving skills after initial demonstration by staff. IF YOU CANNOT PASS THIS DEMONSTRATION, WE WILL REFUND YOUR MONIES. THE DECISION OF SAFELY OPERATING THE ATV IS LEFT TO THE DISCRETION AND/OR MANAGEMENT OF THE CLEAR FORK ADVENTURE RESORT- THIS RULE IS ENFORCED FOR THE SAFETY OF ALL PARTICIPANTS.

_____ 6. I hereby give my permission and consent to the taking of photographs, video, and other images of me, or the child, and agree that such images may be published and otherwise used by The Clear Fork Adventure Resort (Northern Lights, LLC) for advertising, promotion, publicity, or such other purpose as it deems appropriate, without compensation to me or to the child. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against The Clear Fork Adventure Resort (Northern Lights, LLC) on the this entire **three-page** document.

I HAVE READ AND UNDERSTOOD THIS RENTAL AGREEMENT AND AGREE TO BE BOUND BY IT'S TERMS.

Customer's Signature: _____

Customer's Printed Name: _____

Date of Customer's Signature: _____

IF DRIVER IS UNDER AGE 18, PARENT/GUARDIAN MUST READ AND SIGN BELOW: All DRIVERS must be age 16 or older, and in possession of a valid driver's license. All RIDERS under the age of 18 must also have written permission from a parent or guardian to rent and drive an ATV. By signing below, said parent or guardian hereby agrees to and approves the above WAIVER AND RELEASE OF LIABILITY on behalf of his/her under-age-18 child-renter.

Minor Riders Printed Name: _____

Minor Riders Age: _____

Parent/Legal Guardian Signature: _____

Parent/Legal Guardian Printed Name: _____

Date of Parent/Legal Guardian Signature: _____