

# Pembin Outdoor Rental Agreement

I, Lessee Print Name Have read section one through six of the below agreement, and-agree/acknowledge/accept without any changes these sections, further I agree/acknowledge/accept that the above information I have provided is true and acknowledge and accept the charges/fees outlined in this agreement.

Initial Agreement/Acknowledgement/Accepting Section One Initial \_\_\_\_\_

Agreement/Acknowledgement/Accepting Section Two Initial \_\_\_\_\_

Agreement/Acknowledgement/Accepting Section Three Initial \_\_\_\_\_

Agreement/Acknowledgement/Accepting Section Four Initial \_\_\_\_\_

Agreement/Acknowledgement/Accepting Section Five Initial \_\_\_\_\_

Agreement/Acknowledgement/Accepting Section Six \_\_\_\_\_

Lessee Sign Name \_\_\_\_\_ Date \_\_\_\_\_

## **SECTION ONE- RELEASE AND WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT ACCEPTANCE OF RESPONSIBILITY ACKNOWLEDGEMENT OF RISKS AND DANGERS**

In consideration of the lease of rented equipment from Pembin Outdoor Rentals, LLC, Lessor, the undersigned Customer/Lessee, hereby agrees as follows:

**DANGERS AND RISKS:** Customer/Lessee hereby acknowledges that there are serious dangers and risk of serious and fatal injury in the use of the leased equipment. Personal injury and property damage, loss to Customer/Lessee, passengers, and others in the vicinity of the leased equipment is a real possibility if the equipment is used inappropriately. Customer/Lessee acknowledges and understands the risk of serious

bodily harm and injury to himself and others as a result of use of the leased equipment.

Personal injuries and damages can include, but are not limited to broken bones, serious vital organ damage, brain injury, paralysis and death. **t ACKNOWLEDGMENT OF RISK:**

Customer/Lessee understands that this Release and Waiver of Liability Indemnification Agreement are material conditions and part of this lease. Lessor will not lease th1 rental equipment to Customer/Lessee in the event this Agreement is not signed. **WAIVER AND**

**RELEASE OF RIGHT TO SUE:** Customer/Lessee hereby waives, releases, relinquishes and forever gives up his right to sue Lessor, its members, directors, officers, managers, employee and agents for any and all liability or damages that may arise in any manner from use by Customer/Lessee of the leased equipment. Customer/Lessee waives, releases, relinquishes and gives up any and all claims, causes of action, losses, damages, consequential damages, exemplary or punitive damages, or any expenses Whatsoever that may arise out of or be in connection with, result from, or in any manner relate to Customer/Lessee's lease, use, activities or operation of the leased rental equipment.

Customer/Lessee's waiver, relinquishment and giving up of such rights includes any and all claims, known or unknown, foreseen or unforeseen, bodily injuries, psychological injuries,

personal injuries, death, property damage of any kind whatsoever, and any and all other types of loss or damage whether occurring prior to, during, or after operation or the use of the rental equipment. This Release and Waiver of Liability is intended and does operate as a total and complete waiver and release of Pembine Outdoor Rentals, LLC. \_

**ACKNOWLEDGEMENT OF DANGER AND CONTRACTUAL ASSUMPTION OF RISK:**

Customer/Lessee acknowledges the dangers inherent with the operation of motorized equipment capable of rapidly accelerating and being used in conditions of snow, ice, mud, dust, dirt, trails with trees, rocks or other obstacles. Customer/Lessee acknowledges such risks, assumes all responsibility and liability whatsoever arising out of use or operation of the rental equipment and agrees to operate the machine in a safe manner to avoid, limit and preclude injuries and damages to Customer/Lessee and others. Customer/Lessee waives, releases and relinquishes any claims of responsibility of Lessor, its officers, members, managers, employees and agents for any injuries, claims, liabilities or damages whatsoever arising out of or in any way connected with the use, rental or operation of the equipment. **INDEMNIFICATION:** Customer/Lessee hereby agrees to and does indemnify, defend and hold harmless Lessor, its members, directors, officers, managers, employees and agents from any and all losses, injuries, including death, damages, costs and liability including actual attorney fees, interest, court costs which the Customer/Lessee may incur due to the use or operation of the rental equipment. **ACKNOWLEDGEMENT AND**

**UNDERSTANDING:** Customer/Lessee hereby acknowledges that he has read and understands this Agreement and all associated documents related to the rental of such equipment. Customer/Lessee acknowledges that he has had the opportunity to ask questions of Pembine Outdoor, LLC and have all questions answered in advance of rental of the equipment, including questions related to the operation of such equipment and all lease documents. Customer/Lessee understands this Agreement and expressly agrees that this Agreement is intended to preclude, bar and prevent Customer/Lessee from pursuing a legal action against Pembine Outdoor Rentals, LLC in the event of injury or damage to Customer/Lessee or others. This Agreement is signed voluntarily, after full opportunity to read and consider its terms and have questions answered. **GENDER/NUMBER:** Pronouns and relative words in this Agreement may appear in the masculine or singular only. If more than one joins in execution, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter respectively. The covenants in this Agreement shall bind the heirs, personal representatives, administrators, executors, assigns, and successors, the respective parties. **ASSUMPTION OF LIABILITY BY**

**CUSTOMER/LESSEE:** Customer/Lessee agrees that he shall assume full responsibility and liability for any and all bodily injury, personal injury, damages, death, property damage or any other types of loss or damage. **ENTIRE AGREEMENT:** This Agreement and related documents including and contain the entire agreement of the parties. They together supersede any other agreements between the parties.

## **SECTION TWO- COLLISION AGREEMENT/WAIVER FORM**

I, Customer/lessee, understand, acknowledge and agree that by entering this Rental Agreement I am responsible for any and all damage to the rental unit regardless of the cause. In the event I allow an unauthorized user or driver to use the rental machine(s), I remain responsible along with the unauthorized driver/user of the machine for any and all

damage to the rental unit. Customer/Lessee Liability/Responsibility For Damage to Rental Unit I. Reasonable repair costs or fair market value of the rental unit, whichever is less. 2. Actual towing and associated costs with retrieving rental unit. 3. Rental loss due to unit being out of commission for reserved days. Insurance or Credit Card Coverage 3. Liability for any and all damage may be covered by the personal insurance policy you are required to purchase for day (s) of rental or credit card agreement. Check the insurance policy or credit card agreement regarding. Customer/Lessee Responsibility/Liability for Injury and Damages 4. Customer/Lessee acknowledges that he/they is/are responsible for all damages as a result of rental or operation of the rental unit including but not limited to: a. All damages caused by Customer/lessee or any authorized driver negligently, recklessly, willfully or wantonly, or through any intentional act or misconduct. b. Damage occurring while Customer/lessee or any authorized driver operates the rental unit under the influence of any intoxicant or drug as described by state or federal law. c. Damage occurring while Customer/Lessee or any authorized driver operates the rental unit in a race, speed or endurance contest. d. Damage occurring while Customer/Lessee or any authorized driver is using or has directed another to use the rental unit in the commission of any crime as defined by state law. e. Damage occurring while Customer/lessee or any authorized driver uses the rental unit to carry persons (unless specifically designed to do so) or used as transportation for hire. f. Damage occurring while Customer/Lessee or any authorized driver is using the rental unit outside the United States, unless such use is preauthorized by the Rental Agreement. g. Damage occurring while the rental unit is operated on surfaces not intended for use by the rental including highways, waterways, frozen lakes, ponds or streams, trails not designed for the rental unit use, etc. h. Damage from Customer/Lessee or authorized driver providing misleading or false information in order to rent the unit. i. Customer/Lessee or authorized driver operating the rental unit under circumstances where an accident occurs and Customer/Lessee or authorized driver fails to promptly report to Pembine Outdoor Rentals LLC at 920 639 3608 and local or state police the accident resulting in damage to the rental unit. j. Customer/Lessee allowing directly or negligently, a person under the age of 21 to operate the rental unit. k. Partial or total submersion of the rental unit in water, not covered by insurance policy purchase.) Lessee will be responsible for full replacement of unit. 5. Customer/Lessee shall report any and all damage that occurs to the rental unit to the local or state police/sheriff's department or DNR. Customer/Lessee shall provide a copy of the report to Pembine Outdoor Rentals, LLC, upon return of the rental unit. They will also call 920 639 3608 to report it to Pembine Outdoor Rentals LLC.

### **SECTION THREE - UNIT AND OPERATOR CHECK LIST**

Customer/Lessee acknowledges by initialing this page that all of the following has been explained in detail and customer shall comply: 1. Unit Controls. , • Capabilities, characteristics and limitations of rental unit. Use key controls: throttle, brake, lights, kill switch, hand/thumb warmers, choke and winch. 2. Select and use suitable protective clothing. Customer understands that temperature, precipitation, wind chill and other factors must be considered in clothing selection and wear. Layering of suitable undergarments for warmth, comfort and moisture release. Need for helmet, suit, eye protection based on rental unit features, characteristics, weather and conditions. Suitable

mitts/gloves, boots, socks, face mask/baklava, sunglasses based on current or anticipated potential conditions. 3. Know applicable Rules and Regulations. Understand and commit to courteous, safe, responsible riding behaviors. Possess required operator's license or endorsement as necessary. Possess required vehicle registration and/or trail permit. Know and understand state and local rules and regulations pertaining to snowmobile, 4-wheeler or any other rental unit operation. 4. Safely start, operate and control unit. Pre-operation check of vehicle and immediate operation area. Safely start, monitor and shut down unit engine by Customer/Lessee. Demonstrate ability to control unit's speed, direction, braking and handling. Demonstrate basic hand signals and compliance with regulatory signage. Hand signal/operation instructions. 5. Maintain, troubleshoot and secure the unit. Customer/Lessee shall perform routine unit maintenance including gasoline and oil injection replenishment. Understand basic troubleshooting such as drive belt and spark plug replacement. Understand how to secure the unit by key removal and property protocol for parking. 6. Identify and select appropriate unit use opportunities. Know the general extent and nature of unit trail systems. Know the general extent and nature of off-trail or cross-country unit opportunities in the area. Understand area closures and restrictions and their purpose. Maps reviewed and provided to customer.

#### SECTION FOUR -CUSTOMER/LESEE BY SIGNING THE FOLLOWING UNDERSTANDS AND AGREES:

1. RENTAL PERIOD: The rental period shall be listed in the customer information section and based on a set amount of hours beginning with the removal of the unit from Pembine Outdoor Rentals LLC. For each hour past that period the rental rate shall be \$30 per hour. 2. Understanding operation of machine: I, Customer/Lessee, have been instructed on and completely understand how to operate this machine. All my questions have been answered. 3. Throttle and safety switches: I will check the throttle mechanism and all safety switches each time before operating this machine. If not properly working, I shall not operate the machine. 4. Fuel and oil: I agree that the unit was rented with a FULL tank of premium gas and I will return machine with a FULL tank of premium gas. There shall be a \$50 charge for machines not returned to Pembine Outdoor Rentals without a FULL tank of gas. 5. NO repairs: I agree that no repairs shall be done to the machine without the prior consent of Pembine Outdoor Rentals LLC. 6. Protective Clothing and Equipment: I agree to wear appropriate protective clothing and equipment while operating the machine and further agree that all passengers will do the same. 7. No alcohol/drugs: I agree that I shall not consume alcohol or drugs at any time during this lease and rental. 8. Breakdown: In the event of a breakdown, it is the Lessee responsibility to get the rental unit to a place accessible by truck so Pembine Outdoor Rentals LLC can pick up. 9. NO Racing/Jumping: I agree to not engage in any competitive sporting events such as racing, jumping, mud running, off road trail racing. 10. Condition of rental unit: I agree to return rental unit(s) in same condition as when rented. Reasonable and normal wear will be determined by Lessor. Prior damage will be listed. \$50 cleaning fee will be charged for excessive mud/dirt. 11. Damage to unit (s): I will pay for any damages done to machine regardless of reason. This includes parts, labor and loss of rental days. Insurance may cover some of the damages. Deductible applies. 12. Responsibility for injury and damage: I understand that I (lessee/passenger) am fully responsible for any injury to persons or property including

myself or others as well as damage to the machine 13. INSURANCE: I understand this/these machine(s) must be insured. Insurance will be purchased per day with rental. All damages are my total responsibility. I agree to pay for all damages upon return of the machines. I agreed to a hold on my credit card and if damages occur this will be applied to the estimate and repair. Deductibles apply. 14. I Customer/Lessee have filled out and agree with listings on the checkout form. I, Customer/Lessee agree that any damage that is not listed and is found at check in is my Customer/Lessee's responsibility. 15. I Customer/Lessee have been given instructions in the case of an accident or medical emergency to call the police/911 and Pembine Outdoor Rentals at **920-639-3608** to report emergency. 16. Rental Documents: All documents executed by Customer/Lessee shall collectively constitute the Rental Agreement between Pembine Outdoor Rentals LLC and Lessee//customer.

### **SECTION FIVE - CUSTOMER/LESSEE ACKNOWLEDGMENT**

I, Customer/Lessee, acknowledge that I was born before January 1, 1988 for ATV/UTV and born before January 1, 1984 for snowmobile rentals or have obtained my ATV/Snowmobile or applicable course permit. Initial \_\_\_\_\_

### **SECTION SIX-AUTHORIZATION OF CHARGES TO CREDIT CARD**

By signing this Collision Agreement Waiver Form and the Rental Agreement, Release and Waiver of Liability Indemnification Agreement, I fully understand, acknowledge and agree that Pembine Outdoor Rentals LLC has the right and shall charge my credit card account for any and all costs associated with the Rental Agreement, this Collision Agreement Waiver Form, and the Release and Waiver of • Liability/Indemnification Agreement, including but not limited to any and all damage(s), fuel and oil charges, repair costs, loss of rental costs, and any other consequential damages as a result of my entering into the above Agreements.