



## Twin Cities Cruisers

### Acknowledgement and Assumption of Risk Waiver and Release

The term "motorized vehicle" includes all off-road vehicles and All-Terrain Vehicles (ATVs) and accessories.

I understand that the motorized vehicle(s) that I am renting from Twin Cities Cruisers must be operated in a safe manner.

I further understand that the manufacturer of the motorized vehicle(s) has set forth certain rules pertaining to its safe operation.

I understand that my failure to operate the motorized vehicle(s) in accordance with the rules described in this acknowledgement and assumption of risk may result in personal injury or death to me, members of my party or third parties.

I further understand that by allowing members of my party to use the motorized vehicle(s), I still assume all risks and liabilities as stated in this waiver and release form. Twin Cities Cruisers is renting this motorized vehicle(s) to the person signed below and only that person.

I acknowledge that I am the parent or guardian of all members of my party who are under the age of 18 years old. I am executing this acknowledgement and assumption of risk on their behalf. If I am not the parent or guardian of any person under the age of 18 in my party, that underage person will not use the motorized vehicle(s).

I acknowledge that off-road vehicles can be dangerous and can cause personal injury, death and property damage to myself, members of my party and third parties. 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 off-road vehicles has been the cause of serious injury and death in the past, because of the risks inherent in operation of the motorized vehicle itself as well as where and how they are operated. I hereby fully release and forever discharge Twin Cities Cruisers and their respective directors, representatives, employees, dealers and distributors from and against any and all claims, causes of action demands or charges of any nature for property damage or personal injuries including death, which myself or third parties may sustain or incur by my use or operation of these motorized vehicle(s) and accessories.

The undersigned has carefully read the acknowledgement and assumption of risk and forgoes any claims and indemnity and agrees to all rules within this contract.

PRINTED NAME \_\_\_\_\_ CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



# Twin Cities Cruisers

## Motorized Vehicle Rental Rules and Regulations

- 1) Only adult riders and passengers 18 years and older who have signed the WAIVER and RELEASE shall operate the motorized vehicle.
- 2) No alcohol or drug consumption at any time during the motorized vehicle rental.
- 3) No riding without proper gear, including helmet, goggles and sturdy boots or shoes at all times.
- 4) No wheelies, jumps, stunts, bumping, cutting in front of other motorized vehicles or ATVs, stop and gunning the ATV or other reckless driving or operation at any time.
- 5) 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.
- 6) Do not park and leave motorized vehicles or keys unattended.
- 7) 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.
- 8) No operation of the ATV outside designated areas and trails – stay on the established trail.
- 9) No riding too closely behind other motorized vehicles – keep at least four ATV lengths behind another ATV.
- 10) Motorized vehicles are to be returned on time or additional fees will be assessed.
- 11) The motorized vehicle you are renting will come full of fuel upon rental. It is the user's responsibility to keep it full thereafter. The motorized vehicle must be returned 75 percent full of gas or the user will pay a \$30 fuel fee. The motorized vehicle requires unleaded gasoline.

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 hereby authorize to charge my credit card account provided as part of this transaction for any rental or damages I may incur. (A copy of your credit card copied below is being made because new credit cards do not have embossed details that allow cards to be imprinted for manual sales or security deposit for equipment use).

I have read, reviewed and understand the Twin Cities Cruisers rules and regulations as designated above.

PRINTED NAME \_\_\_\_\_ CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_



## Twin Cities Cruisers

### Acknowledgement and Acceptance of Inherent Risk, Waiver and Release and Motorized Vehicle and Accessory Rental Equipment

Customer name \_\_\_\_\_ Arrival date and time \_\_\_\_\_

Customer address \_\_\_\_\_ Phone number \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip code \_\_\_\_\_

Driver's License # \_\_\_\_\_ Vehicle # \_\_\_\_\_

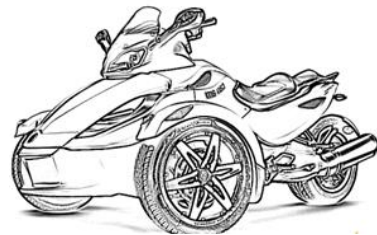
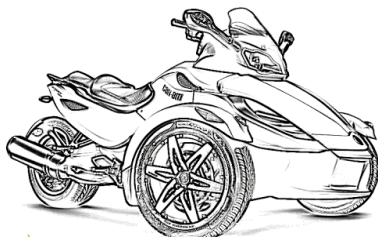
Checked out by \_\_\_\_\_ Return date and time \_\_\_\_\_

Visa \* Mastercard \* American Express \* Discover \* Cash

Rate	X	Period	Total	Plus additional charges	+ \$ _____
\$ _____	Hour	X _____	= \$ _____		_____
\$ _____	Day	X _____	= \$ _____	Subtotal	_____
\$ _____	Week	X _____	= \$ _____	Sales tax	_____
TOTAL = \$ _____				Grand total	_____

Description of rental equipment

Existing damage:



LEFT

RIGHT

Lessee acknowledges receipt of the personal property described on this form. The parties agree that the property was inspected by lessor and personally examined by lessee at the time of acceptance by lessee and that the property was in satisfactory condition. Lessee agrees to rent the property from lessor on the terms and conditions stated in his agreement. Title to the property is, and at all times shall remain with the lessor. Only the parties in this agreement are authorized to use this property, and lessee will not permit the property to be used by other persons other than as designated in this agreement without the express written consent of the lessor. Lessee agrees to use the property in the area stated in this agreement. Lessee acknowledges that the lessor is neither the manufacturer of the property nor the agent of the manufacturer, and that lessor provides no warranty against patent of latent defects in design, construction, operation, material or workmanship. Lessee agrees that in the event any of the property becomes unsafe or in a state of disrepair, lessee will immediately discontinue using the property and will promptly



return the property to lessor. Upon receiving the property, if its condition is not the fault of the lessee, lessor agrees to replace the property with property of like kind and satisfactory working condition, or lessor will rebate the unearned rental charge. Any rebate of rental charges shall be credited on a pro-rate basis based on the actual usage compared to rental period. Upon termination of this agreement, lessee will promptly return the property and all accessories to the lessor's place of business or agreed upon drop off spot in the same condition in which the property was received, ordinary wear and tear expected. Lessee agrees to pay for the damages to or loss of the property while in the possession or control of the lessee. This provision shall not limit the lessee's right to insure against such loss under any property rental agreement. In the event that the lessor must resort to litigation to recover for damages caused by lessee to the property, and lessor prevails in such litigation, lessee agrees to pay lessor's reasonable attorney fees and court costs. Lessee agrees to **INDEMNIFY and HOLD HARMLESS** the lessor and **WILL READ AND SIGN THE ACKNOWLEDGEMENT AND ASSUMPTION OF RISK WAIVER**. Lessee will give lessor immediate notice of any levy attempted upon the property and will indemnify lessor against all loss due to such action. Lessee will notify lessor immediately if property becomes unusable and lessor will have final say on the reason, damage costs and who will be held responsible for time and costs. **Return of the property will be at the due time or additional charges will be imposed by the lessor. FAILURE TO RETURN THE RENTED PROPERTY WITHIN REASONABLE TIME MAY RESULT IN CRIMINAL CHARGES AS STATED BY MINNESOTA LAWS. VIOLATION OF ANY OF THE MOTORIZED VEHICLE SAFETY LAWS IS A MISDEMEANOR, AND PUNISHABLE BY A FINE UP TO \$700 AND/OR 90 DAYS IN JAIL.**

PRINTED NAME \_\_\_\_\_ CUSTOMER SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

Please initial below:

\_\_\_\_\_ Received summary of laws and rules regarding motorized vehicle operation for the State of Minnesota.

\_\_\_\_\_ I agree to pay 100% of any damages to my rental equipment that incurred during the term of my rental. The above signed authorizes Twin Cities Cruisers to charge damages to participant's credit card account(s). **IF EQUIPMENT IS DAMAGED BEYOND USE, AN ADDITIONAL (1) DAY RENTAL WILL BE ADDED TO DAMAGE.**

\_\_\_\_\_ I agree to return rental equipment at the designated time. A late return fee will be charged at the rate of \$25 per machine for each 15 minute interval.

\_\_\_\_\_ If damage exceeds \$1,500 per motorized vehicle an additional \$1,000 per motorized vehicle will be added to your cost for the time or repair and non-rental use.

\_\_\_\_\_ I accept the optional \$25 insurance coverage, which covers hull damage in excess of the first \$750 deductible. Damage to the engine due to user error is not covered. Coverage is per motorized vehicle(s) rented from Twin Cities Cruisers and does not cover damage to third parties, persons or properties.