

Renter/Driver/Passenger Information (Lessee)

Name _____ Driver's License # _____ State _____

Address _____

Cell Phone _____ Age _____

Rental Terms and Conditions / Hold Harmless Agreement

Lessee understands that no insurance whatsoever is provided by CHY insuring trailer, Lessee, Lessee's property, or any third party - other than state mandated liability ins. if applicable. Lessee shall pay for any loss of, damage to, or theft of the equipment rented up to insurance deductible amount.

Lessee understands and agrees that the Side x Side, SUP, Trailer and/or Watercraft (hereafter called rented equipment) and its transportation and/or operation is an inherently dangerous activity. Lessee certifies that he/she understands the rules and regulations for the safe transportation and operation of the rented equipment, Lessee further agrees not to let anyone else operate the rented equipment without written permission from Lessor and first signing a Hold Harmless Agreement and receiving instruction on the rules and regulations for safe operation of the rented equipment. Lessee certifies that he/she is at least 18 yrs. of age. Lessee certifies that he/she is in good health, has no physical defects that may be of danger to themselves or anyone else and that he/she is capable of safe operation of the rented equipment. Furthermore, Lessee certifies that he/she is not under the influence of alcohol or drugs (legal or otherwise) and will remain so during the rental period. Lessee agrees to keep the custody of the rented equipment at all times during the rental period and to operate the rented equipment only in a careful and proper manner, and to obey and comply with all laws and regulations for safe operation. Lessee shall also obey and comply with any and all instructions provided, verbally or in writing. Lessor provides no warranties of any kind whatsoever express or implied as to the condition of the rented equipment. Lessee assumes all risks of loss or damage that may occur to the rented equipment, up to the insurance deductible amount if applicable, arising from any cause whatsoever, and agrees to return the rented equipment in the exact condition it was taken from the Lessor, with the exception of normal wear and tear.

Lessee agrees to use the rented equipment in conformity with Lessors directives, written and verbal, and not to use, nor permit the use of the rented equipment for any unlawful purpose, in a careless or negligent manner, while under the influence of drugs or alcohol and by any other person other than the Lessee, unless approved in writing by the Lessor. Lessee hereby accepts to be held responsible at all times if he/she omits to assure the safe and proper operation of the rented equipment and the safety and welfare of other riders, passengers, operators and persons.

Lessee further agrees to indemnify and hold harmless Lessor from and against any and all claims that may occur for loss or damages arising to property or for bodily injury (including death) resulting from the use, operation or possession of the rented equipment. Lessee further agrees to hold Lessor harmless should loss or damages occur to any of the Lessee's personal effects while carried in, or on the rented equipment, including, without limitation, loss or damage caused by fire, water, theft, act of God or any other cause whatsoever. In the case Lessee is in default in respect of any obligation herein, Lessee hereby agrees in advance to indemnify and hold harmless of, from, and against any and all loss, costs and damages in connection with the enforcing of the provisions of this agreement, including legal costs and expenses incurred for collecting any amount due Lessee to Lessor.

Liability and Indemnity: Lessee agrees to bind him/her self, their heirs, personal representatives and assigns and hereby release and discharge, Cache Honda Yamaha, its employees, agents and assigns from any and all claims, loss, costs, damages, expenses, actions, judgments and legal costs, which Lessee or Lessee's heirs, personal representatives or assigns may have, or may claim to have, for negligence created by or arising from the use, operation, handling, or transportation of the rented equipment by Lessee during the rental period or if the Lessee should fail to respect any of the provisions herein. Furthermore, Lessee hereby agrees to defend, indemnify and hold harmless Cache Honda Yamaha, its employees, agents and assigns from any and all claims, damages, demands, costs, losses, expenses, actions and judgments, which are created by or arise out of Lessee's operation and/or transportation of the rented equipment during the rental period. Lessee also agrees to pay any and all claims brought by any third party as a result of the operation and/or use of the rented equipment.

Should any term or condition of this agreement be held void or unenforceable, then that term or condition shall be deemed severed from this agreement and the enforceability of the remainder shall not be affected and will remain in full force and effect.

The terms and conditions of this contract contain the understanding between Lessee and Lessor and that no other representation or inducement which may contravene or be in contradiction with the terms of this contract, oral or written, has been made between Lessee and Lessor.

By signing this document I acknowledge that I have read this agreement and agree to be bound by the all terms and conditions as stated. I acknowledge that I understand that there are inherent risks in transporting and using the rented equipment which exposes myself and others to serious personal injury or death. However, I want to transport and/or operate the rented equipment for my own needs, reasons and desires, and therefore choose to do so at my own risk. By signing I accept full responsibility for myself and any person I let use or ride the rented equipment while in my possession. I further agree that all affiliated entities including Cache Honda Yamaha, its owners and employees, agents and assigns will be freely released from any and all liability for any injury or death sustained by myself or others from the use and operation of these machines.

I also agree to wear appropriate safety gear while using the rented equipment. This includes, but is not limited to, life vests, eye protection, helmets, seat belts, gloves, as applicable.

Renter/Driver/Passenger (Lessee) Signature: _____ **Date:** _____

Signature of Parent/Guardian if Passenger is under 18: _____ **Date:** _____