

LIABILITY WAIVER

I, the undersigned, have read, understand, and voluntarily enter into this Liability Waiver (“**Waiver**”) as part of my Rental Purchase Agreement. I hereby agree as follows:

1. Affirmative Duties. I will comply with the following duties:

- a. If the rental unit is motorized, I will require any driver to be at least 21 years of age and possess a valid driver’s license;
- b. No child may sit in the lap of the driver;
- c. Only one person per seat may ride;
- d. All riders must remain seated while the rental unit is in motion;
- e. I will not operate the rental unit under the influence of drugs or alcohol;
- f. I will not operate the rental unit at night unless it is equipped with headlights;
- g. I will not operate the rental unit while using a hand-held device;
- h. I will obey all rules of the road;
- i. I will obey manufacturer’s warnings regarding operating the rental unit;
- j. I will operate the rental unit in a safe and careful manner.

2. Representations. I represent and warrant that:

- a. I have the necessary skill to safely possess and operate the rental unit;
- b. I have no medical or physical condition(s) which could interfere with my safety or others’ safety during operation of the rental unit;
- c. I have obtained and am in compliance with any state or municipal requirements regarding permits, licenses, or training.

3. Assumption of Risk. I agree that my operation and possession of the rental unit shall be undertaken at my sole risk. I acknowledge that operating and possessing a rental unit subjects me to known and unanticipated risks, which could result in physical or emotional injury, paralysis or permanent disability, death, and/or property damage. My operation and possession of the rental unit is purely voluntary and I elect to operate and possess a rental unit despite the risks.

4. Indemnification. I agree to indemnify and hold harmless the owner, lessor, dealer, and supplier of the rental unit from all claims or suits by my guests, invitees, or any other party for all claims, injuries, or damages, including attorneys’ fees, arising from the use of the rental unit.

5. Release. I acknowledge and agree that I am relieving the owner, lessor, dealer, and supplier, as well as their employees and agents, of any and all liability for any loss, damage, injury, or death resulting, in any way, from my use of the rental unit.

I have carefully read this Waiver and understand that its terms are legally binding upon me and upon my heirs, representatives, executors, administrators, and assignees.

Customer/Lessee
