



# DESERT DASH RENTALS

Form completed by: \_\_\_\_\_

Date: \_\_\_\_\_

## Customer Rental Agreement

**TO BE COMPLETED BY PERSON RENTING/FINANCIALLY RESPONSIBLE FOR UTV RENTAL**

First Name (please print): \_\_\_\_\_ Last Name (please print): \_\_\_\_\_

Home Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

E-Mail Address: \_\_\_\_\_

Phone: \_\_\_\_\_

Driver's License Number: \_\_\_\_\_ Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ DOB: \_\_\_\_\_

If applicable: Additional Operator with a valid Drivers License and over the age of 25:

Name: \_\_\_\_\_ Driver's License Number: \_\_\_\_\_

Issuing State: \_\_\_\_\_ Exp. Date: \_\_\_\_\_ DOB: \_\_\_\_\_

\*If there is only one operator select: NONE

**Number of Passengers 10 years of Age or at least 52" Tall?**

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

BY SIGNING THIS FORM, I AGREE TO THE TERMS ESTABLISHED BY DESERT DASH RENTALS AS STATED IN THE RENTAL AGREEMENT, CUSTOMER DEPOSIT FORM, AND THE LIABILITY WAIVER FORM. I AGREE TO PAY THE PRICE OF THE RENTAL, DEPOSIT, RIDER INJURY LIABILITY FEE PER PASSENGER AS STATED ON THE PRICE SHEET AND INVOICE. I UNDERSTAND THE RESCUE CALL FEE IS AN ADDITIONAL FEE AND IS NOT COVERED BY THE RENTAL DEPOSIT OR RENTAL RATE. I AGREE TO PAYING THIS SEPARATE FEE IF A RESCUE OR SERVICE CALL IS NEEDED. I UNDERSTAND HOW TO OPERATE THE UTV (SIDE BY SIDE) RENTAL AS SHOWN IN THE PRE-RENTAL DEBRIEF AND AGREE TO FOLLOW THE SAFETY PROTOCOLS REVIEWED PRIOR TO OPERATING THE RENTAL.

CUSTOMER SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_



# DESERT DASH RENTALS

Form completed by:

Date:

## Rental Deposit Form

### DEPOSIT AGREEMENT

- Mandatory \$2000 damage deposit required at rental.
- You are responsible for ANY and ALL damage should the machine be involved in an accident or have damage when returned, regardless of who is at-fault. If this occurs, your deposit becomes non refundable.
- Any machine that suffers an accident needs to have a police report filed. It is up to the renter to immediately contact the police and Desert Dash Rentals.
- Any machine that suffers damage needs to have a police report filed. It is your responsibility to immediately contact the police and Desert Dash Rentals.
- No refunds will be given for early return of rentals or cancellations. Must be 25 years of age with a valid driver's license and credit card.
- Late rentals will be charged \$50 for every 15 minutes past your scheduled return time until rental is returned. This charge will be deducted from the deposit.

**DEPOSIT AMOUNT: \$2,000/PER UTV MACHINE**

---

Deposit made with a credit card, the pending deposit charge will fall off within 3-5 business days if the unit and all accessories are returned with no damages.

Deposit amount will be deducted or deemed entirely non-refundable for damages caused and lost or stolen accessories/etc.

---

CUSTOMER SIGNATURE:

DATE:



## UTILITY TASK VEHICLE ("UTV"/"SXS"/"SSV") RENTAL WAIVER & RELEASE OF LIABILITY

I, \_\_\_\_\_ (**ALSO REFERED TO AS "CUSTOMER"**)  
First and Last Name (please print):

Being the age of 25 or older, knowing that operating and riding a Utility Task Vehicle ("UTV"/"SXS"/"SSV") 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 UTVs 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 the UTILITY TASK VEHICLE ("UTV"/"SXS"/"SSV"). I hereby agree to waive, release, and discharge in advance Desert Dash Rentals and any owners or employees of said company, (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 occur to me as a result of my participation in the UTV 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, connection with, customer's participation or operation of said machine.

This release contains the entire agreement between the parties here to, 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 agreement, signed of his or her own will, and on behalf of other passengers within the customer's care. In doing so, acknowledges and agrees to abide by the following terms and conditions:

**Customer Signature:** \_\_\_\_\_



# DESERT DASH RENTALS

RENTAL WAIVER & RELEASE OF LIABILITY CON'T. page 2

I understand that UTVs 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 UTV's (Side-by-Side's) may be hazardous and 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 UTV must always 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, and property, including but not limited to the following. NOTE: Violation of any of the above may result in immediate termination of UTV rental without ANY refund.

## INITIAL BY EACH ITEM:

- **Only two persons per 2 seat Side by Side UTV, four persons per 4 seat Side by Side UTV.** \_\_\_\_\_
- **NO ONE UNDER THE AGE OF 25 MAY DRIVE a Side by Side/UTV.**\_\_\_\_\_
- **NO riding on private property or private drives.** \_\_\_\_\_
- **NO jumps, stunts, bumping, cutting in front of other vehicles or UTVs, stop and gunning the UTV 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 possible hidden dangers when riding over unfamiliar terrain.** \_\_\_\_\_
- **NO "side-hilling" to keep from turning over, you must go directly up and down all trails and roads. Stay away from, or use extreme caution on or near, all public roads and vehicular traffic.** \_\_\_\_\_
- **NO coasting downhill with transmission in neutral.** \_\_\_\_\_
- **NO operation of the UTV outside of the designated areas and trails.** \_\_\_\_\_
- **NO operation of the UTV close to any other vehicle or other UTVs.** \_\_\_\_\_
- **NO riding too closely behind other all terrain vehicles - keep at least four UTV lengths behind another UTV.**\_\_\_\_\_



# DESERT DASH RENTALS

RENTAL WAIVER & RELEASE OF LIABILITY CON'T. page 3

I warrant both MYSELF and MY passengers must act responsibly and in a careful manner as mature adults in operating the UTV and state that I have no medical condition(s) or disabilities incompatible with the safe operation of an UTV. I acknowledge that NO ONE under the age of 25 may drive a Side by Side UTV under any circumstances.

I ACKNOWLEDGE THAT I AM NOT PERMITTED TO OPERATE AN UTV 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 DRUG AND/OR ALCOHOL.

I acknowledge that I have had the opportunity to ask questions regarding the safe operation of any UTV, and read all relevant and necessary safety and/or operational information before commencing operation of my UTV. I agree not to operate the UTV outside designated areas. I AGREE TO PAY REPAIR COSTS FOR ANY DAMAGE TO THE UTV COVERED BY THIS RENTAL AGREEMENT, OTHER THAN ORDINARY WEAR AND TEAR. I further agree to hold harmless and indemnify RELEASES 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, cause by or arising out of MY use or operation of the rented UTV. I acknowledge that this UTV rental is optional and a voluntary activity undertaken by MYSELF. Except where such terms would be inconsistent with the terms of this WAIVER & RELEASE OF LIABILITY, the terms and conditions of MY contract are hereby incorporated by reference as though fully set forth herein, and shall be applicable to any claim, demand, suit or action arising from MY rental, participation, use or misuse or operation of said UTV. 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 Desert Dash Rentals on the basis of any claim from which I have released Desert Dash Rentals herein. I have had the opportunity to read this entire document. I have read and understood it and agree to be bound by its terms.

**Customer Printed Name:** \_\_\_\_\_

**Customer Signature:** \_\_\_\_\_

**DDR Employee Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_