



NORTHERN SPORTS RENTALS INC.

ATV WAIVER AND RELEASE OF LIABILITY

UNIT : 2021 ARCTIC CAT ALTERRA TRV 700 &
2022 ARCTIC CAT ALTERRA 600 LTD

Date : _____

Renter Information

Name : _____

Phone : _____

Email : _____

\$2,825.00 SECURITY HOLD CHARGED ON CUSTOMER CREDIT CARD OR IN CASH

- Hold will be removed when the unit is returned in undamaged condition, reasonable wear and tear excepted.
- If a customer has an insurance deposit will be returned once insurance has paid - any deductible comes from the deposit.
- Cleaning charges will apply to units returned with excessive dirt.
- Cost of refueling the unit will be deducted from the deposit if it is not returned fully fuelled.
- Customer is responsible for pick-up and delivery of the unit unless arranged otherwise.
- Unit must be returned full of regular gas. No oil is required.

I have read and understand the terms of the security hold. I understand that by signing below I will supply a credit card or cash for the security hold.

CUSTOMER SIGNATURE : _____

NORTHERN SPORTS SIGNATURE : _____

- THE RENTAL PERIOD: Each day is 24 hours from the time of receipt of the ATV(s). Late charges accumulate at the rate of \$100/hour if the ATV(s) is more than 2 hours late being returned.
- PAYMENT: Payment is due before the machine is picked-up or delivered. Payment is as per the other side of this form.
- LOADING, UNLOADING AND TRANSPORTATION: Northern Sports Rentals Inc. shall assist the customer to load the ATV(s) on a trailer. The representative of Northern Sports Rentals Inc. will not permit the ATV(s) to be loaded on a trailer or in a manner which he deems to be unsafe. The customer will arrange for delivery in this case.
- MAINTENANCE, OPERATION AND REPAIR: The customer declares that he or she understands the operation of the equipment. Northern Sports Rentals Inc. will provide basic instruction. The customer should not have to do any maintenance on the ATV(s). Customer shall not remove, alter, disfigure or cover up any numbering, lettering or insignia displayed upon the equipment, and shall ensure that the equipment is not



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subjected to careless or needlessly rough usage, and shall at the customer's own expense maintain and ultimately return to Northern Sports Rentals Inc. the equipment and its appurtenances in good repair and operating condition.

- e) **FUEL:** The customer is responsible for fueling the ATV(s) during the rental period and will return the ATV(s) fully fuelled with regular gasoline at the end of the rental period.
- f) **LIABILITY OF THE CUSTOMER:** The customer shall indemnify Northern Sports Rentals Inc. against all loss, expenses, penalties, damages, condemnations, and legal costs which Northern Sports Rentals Inc. may suffer or may be required or condemned to pay for personal injuries (including death) and/or property damage suffered by any person by reason of the operation, handling, transportation or use of the ATV(s) during the rental period.
- g) **LIABILITY OF NORTHERN SPORTS RENTALS INC.:** The liability of Northern Sports Rentals Inc. is limited to its express obligation to deliver the ATV(s) in good condition and working order and Northern Sports Rentals Inc. shall not be liable for any direct or indirect loss or damage of the customer arising from any failure of the equipment or from its lack of suitability for the conditions encountered by the customer. Any liability shall be limited to rental paid by the customer.
- h) **TITLE:** The equipment shall at all times remain the property of Northern Sports Rentals Inc. and nothing contained in the agreement shall be deemed to have the effect of conferring upon the customer any right or title whatsoever in or to the equipment.
- i) **INSURANCE:** Northern Sports Rentals Inc. provides full insurance for the ATV(s) and any trailers rented with a deductible of \$2,825.00 for which the customer shall be responsible if any claim is made.
- j) **USE OF THE UNIT:** Only the customer and those who have provided valid driver's to Northern Sports Rentals Inc. may operate the ATV(s).
- k) **PURPOSE:** The ATV(s) may only be used for recreational purposes and may not be re-rented or used for any commercial purposes.
- l) "NORTHERN SPORTS RENTALS INC." certifies that the ATV(s) are in good mechanical and physical condition. Any known damage or problems will be listed on this rental agreement. If the unit or equipment has damage or problems not listed on this agreement, the renter must notify "NORTHERN SPORTS RENTALS INC." before use of the unit begins and on the first day of rental.
- m) The renter acknowledges and understands that the ATV(s) is to be left in clean, undamaged condition, in the same condition at commencement of the rental period. If rental equipment is not left in suitable condition, the renter acknowledges and understands that "NORTHERN SPORTS RENTALS INC." reserves the right to charge the renter for any repairs or special cleaning. Additionally, the renter understands and agrees that "NORTHERN SPORTS RENTALS INC." reserves the right to charge for any damages, repairs, replacement, or special cleaning or any damaged or lost property. The renter understands that by signing this agreement he/she is authorizing "NORTHERN SPORTS RENTALS INC." to charge for any damages sustained using the credit card on file for the rental.
- n) **Cancellation Policy.** If the renter cancels his/her reservation within 14 calendar days of the reservation, renter shall forfeit their deposit. If the cancellation is due to inclement weather, then the deposit will be applied to an alternate rental date.



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- o) I/We agree to assume responsibility for all risks including those listed and others not identified. My participation in the activity is voluntary. All participants in my party have been made aware of the risks and I will be responsible for them. I am not impaired by alcohol or drugs and I do not have any disability or condition that may impair my safe operation of the unit. We elect to participate in the rental use in spite of the risks and potential dangers of operating an ATV. We understand that at the total discretion of Northern Sports Rentals Inc. this rental agreement can be terminated when and if there is a question as to the competency or condition of the operator or when weather conditions prevent the safe operation of the unit.

- p) In consideration for the services provided by Northern Sports Rentals Inc. in the rental of a watercraft, I/We for myself and minor children for which I am a parent or guardian and any guests that I may be entertaining, or any representative or heir agree that Northern Sports Rentals Inc. shall have no liability for any injury, death, or damage however caused by operation of the unit and I/We release and discharge Northern Sports Rentals Inc. and its insurer for any damages or injuries however caused.

I/We have read the warnings, acknowledgement of risks, assumption of risks and release of liability. I understand that by signing this document I/We may be waiving our legal rights.

I HAVE READ THIS AGREEMENT, UNDERSTAND IT, AND AGREE TO BE BOUND BY IT, FROM THE DATE OF MY SIGNATURE, FOREVER INTO THE FUTURE.

Renter (s) Name : _____

Renter (s) Signature : _____

Date : _____