

MOTORCYCLE RENTAL AGREEMENT

This Motorcycle Rental Agreement (“Agreement”) is made and entered into as of ____/____/____, between Optimum Performance Rider Training (“OWNER”), and the “Renter”

Name: _____

Street: _____

City, County, Zip, Country: _____

Telephone: (____) ____ - _____

Email: _____

Driver's License #: _____ **State:** _____

Owner rents to Renter Motorcycle and Renter rents from Owner Motorcycle, subject to the terms and conditions of this Agreement:

Motorcycle Make and Model (check all that apply)

- Kawasaki Ninja 300
- Yamaha R3
- Aprilia RS660

1. **Rental Period:** Owner agrees to the rent Motorcycle for the following period:

Start Date: ____ / ____ / ____ Time: _____ End Date: ____ / ____ / ____ Time: _____ .

2. **Payment.** Renter shall pay \$_____ for use of the Motorcycle for the allotted hours of track time based on their designated group.

3. **Cancellation.** Renter acknowledges and agrees to the following cancellation policy:

- a. Cancellations made more than 45 days in advance will be refunded 100% minus a \$25 service charge.
- b. Cancellations made 30-45 days in advance will be refunded 75% minus a \$25 service charge or credited in full for a reservation within one year.
- c. Cancellations made less than 30 days of reservation are non-refundable.
- d. There will be no refunds for bad or inclement weather.
- e. All cancellation requests must be made in writing by the renter and are not effective until acknowledged by the owner.

Renter's Initials: _____

4. Use of Motorcycle.

- a. Renter acknowledges that he/she is at least 21 years of age and in sound medical condition.
- b. Renter acknowledges that he/she possess a valid Motorcycle Class Driver's license that qualifies him/her to operate a motorcycle in his/her permanent state or country of residence.
- c. Renter represents and warrants that he/she will be the only person to operate the Motorcycle.
- d. Renter represents and warrants that he/she will not operate the Motorcycle unless wearing a DOT Certified Helmet.
- e. Renter represents and warrants that he/she will not operate the Motorcycle under the influence of an alcoholic beverage or controlled substance including prescription or nonprescription medication which would impair his/her ability to operate the Motorcycle safely.

5. Prohibited Uses.

- a. Renter agrees not to permit the Motorcycle to be used by anyone other than the Renter.
- b. Renter agrees not to carry passengers.

6. Disclaimer.

Owner does not make any representation or warranty whatsoever with respect to the Motorcycle, including but not limited to its design, capacity, condition, or fitness for use or for any purpose.

7. Return of the Motorcycle.

Renter will return the Motorcycle on the date and time indicated above, in the same condition as when received, ordinary wear and tear from proper use excepted.

8. Waiver of Liability.

Renter releases, waives, discharges, covenants not to sue and agree to hold Owner and each of Owner's respective directors, officers, employees, agents, affiliates and assigns (Collectively, "Released Parties"), harmless from and against any and all claims, damages, losses, liabilities, legal proceedings, penalties, fines, or other sanctions that may accrue against any released party either directly or indirectly arising out of or relating to the rental or operation of the Motorcycle by Renter or any other person. This waiver and release will include, but not be limited to, any injury, damage or loss to Renter's person or property which may be caused by any act, or failure to act, of any released party, or sustained by Renter before, during or after the rental. This waiver and release do not release Owner from any liability that is caused by Owner intentional misconduct or from any other liability that cannot be effectively released by Renter under applicable law.

Renter's Initials: _____

9. Damage to Motorcycle.

In the event Motorcycle is stolen or damaged irrespective of Renter's negligence or intentional misconduct, Renter will pay Owner the fair market value before theft or damage. If Renter believes loss is covered by Renter's insurance, Renter shall provide Owner Renter's Insurer and Policy Number. Renter authorizes Owner to collect the loss directly from the Insurer. Renter also authorizes Owner to collect the loss directly from a Third-Party responsible for the loss.

10. Liability Insurance.

Anyone operating the Motorcycle as permitted by this Agreement will be required to obtain liability insurance. Renter must obtain insurance and provide proof of purchase to Owner prior to Renter taking possession of the Motorcycle.

11. Indemnification.

Renter shall indemnify, defend and hold harmless Owner from and against any claim, demand, cause of action, loss of liability (including attorney's fees and expenses of litigation) for any property damage or personal injury arising from Renter's use of Vehicle by any cause, except to the extent caused by Owner's gross negligence or willful misconduct. In no event shall Owner be responsible for any indirect, special or consequential loss or damages arising from Renter's use of Vehicle, including but not limited to loss profits and loss revenue, even if informed of such damages. The provisions of this Paragraph shall survive the termination of this Agreement with respect to any claims or liability accruing before such termination.

12. No Assignment.

Renter will not sell, transfer, assign or sublease any of Renter's interest in this Agreement.

13. Severability.

In the event any provision of this Agreement is held by a court or other tribunal of competent jurisdiction to be unenforceable, that provision will be enforced to the maximum extent permissible under applicable law, and the other provisions of this Agreement will remain in full force and effect. The parties further agree that in the event such provision is an essential part of this Agreement, they will begin negotiations for a suitable replacement provision.

14. Entire Agreement.

This Agreement represents the entire understanding relating to the subject matter hereof and prevails over any prior or contemporaneous, conflicting, or additional communications. This Agreement can only be modified by a written amendment signed by the party against whom enforcement of such modification is sought.

Renter's Initials: _____

15. Jurisdiction.

Renter consents to the jurisdiction to the State of Washington, Superior Court of Washington for all matters arising out of this Agreement. This Agreement is bound by the Laws of the State of Utah.

16. Counterparts.

This Agreement, and any amendment thereof, may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document.

With my signature, I attest that I have read, agreed to, and agree to abide by all terms and conditions set forth in the above Motorcycle Rental Agreement with Optimum Performance Rider Training, LLC.

Renter Signature and Printed Name

____ / ____ / ____
Date

Renter's passenger Signature and Printed Name

____ / ____ / ____
Date

Renter's Initials: _____

Renter Information Sheet

Full Name: _____

Address: _____

Telephone: (_____) _____-_____

Email: _____

Motorcycle Driver's License #: _____

Driver's License Issuing State: _____

Insurance Policy #: _____

Renter's Initials: _____