

RENTAL AGREEMENT

NAME: \_\_\_\_\_ CC #: \_\_\_\_\_  
DL # and STATE: \_\_\_\_\_ EXP DATE: \_\_\_\_\_  
PHONE: \_\_\_\_\_ TIME OUT: \_\_\_\_\_  
DATE OUT: \_\_\_\_\_ TIME IN: \_\_\_\_\_  
VEHICLE: \_\_\_\_\_ VEHICLE #: \_\_\_\_\_

PARTICIPANT AGREEMENT, RELEASE, AND ACKNOWLEDGE OF RISK

In consideration of the services of Street Legal Rental Company, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referring to as "RC", I hereby agree to release, indemnify, and discharge RC on behalf of myself, my children, my parents, my heirs, assigns, personal representatives and estate as follows:

1. I acknowledge that engaging in the above activity entails known and unanticipated risks, which could result in physical or emotional injury, paralysis, death, or damage to myself, property, or third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential quality of the activity. The risks include, among other things, accidents involving: other motor scooters or vehicles: collisions with fixed or movable objects; falls from motor scooter, the negligence of other operators of motor scooters or vehicle or myself; weather conditions; my own physical condition; the condition of the roads terrain, or highways and accidents connected with their use; contact with a animals or insects; drowning; head injury; sea pests. Furthermore, RC employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They may give inadequate warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to hold harmless RC from any and all claim, demands, or causes of action, which are in any way connected with my participation in this activity of any use of RC's equipment or facilities, including such claims which allege acts of omissions of RC.
4. Should RC or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold harmless RC for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage one may suffer cause while participating or else I agree to bear the cost of such injury or damage myself. I further certify that I have medical or physical conditions, which could interfere with my safety in this activity, or else I am willing to assume and bear the costs of- all the risks that may be created directly or indirectly, by any such condition.
6. In the event that I file a lawsuit against RC, I agree to do so solely in the state of Virginia, County of Accomack and I further agree that the substantive law of the state shall apply in the action without regard to the conflict law rules of that state. I agree that any portion of this agreement is found to be void or unenforceable; the remaining portions shall remain in full force and effect.

By signing the front page of 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 RC on the basis of any claim from which I have released them herein.

I have had sufficient opportunity to read this document I have read and understand it, and I agree to be bound by its terms.

SIGNATURE: \_\_\_\_\_

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