VILLA FODERA LLC

ATV/UTV RENTAL AGREEMENT, RELEASE OF LIABILITY, ASSUMPTION OF RISK & INDEMNITY AGREEMENT

RENTER'S NAME:		**DATE:**	
ADDRESS:		**DRIVER'S LICENSE #:**	
CELL PHONE #:		**DATE OF BIRTH:**	
UNIT #(s) / MODEL:		**START / END TIME:**	

EXPRESS DISCLAIMER OF WARRANTY & ACKNOWLEDGMENT OF INHERENTLY DANGEROUS ACTIVITY

VILLA FODERA LLC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO QUALITY, SAFETY, WORKMANSHIP, MECHANICAL CONDITION, OR FITNESS FOR A PARTICULAR PURPOSE OF ANY VEHICLE OR EQUIPMENT COVERED BY THIS AGREEMENT. THE UNDERSIGNED AND ALL PARTICIPANTS ACCEPT ALL VEHICLES AND SAFETY GEAR IN STRICT "AS IS, WITH ALL FAULTS" CONDITION. ATV/UTV RIDING ON POCONO MOUNTAIN TRAILS AND PROPERTY ENTAILS KNOWN AND UNFORESEEN RISKS OF **SERIOUS BODILY INJURY, PERMANENT PARALYSIS, AND DEATH.** VILLA FODERA LLC DOES NOT PROVIDE MEDICAL INSURANCE. THE UNDERSIGNED VOLUNTARILY ELECTS TO PARTICIPATE WITH FULL KNOWLEDGE OF DANGERS INVOLVED AND AGREES TO ASSUME ALL ASSOCIATED FINANCIAL AND LEGAL RISKS.

TERMS AND CONDITIONS OF RENTAL AND OPERATION

1. **RULES OF OPERATION & STATUTORY COMPLIANCE:** I agree to read, follow, and be bound by the General ATV/UTV Operation Rules attached hereto and incorporated herein. I specifically warrant and agree to comply with all applicable Pennsylvania laws, including **Title 75, Chapter 77 (Pennsylvania Snowmobile and All-Terrain Vehicle Law)**, requiring mandatory use of DOT/Snell-approved safety helmets and eye protection, adherence to designated trail systems, speed restrictions, and age/safety certification requirements.
2. **AUTHORIZED OPERATORS & FINANCIAL RESPONSIBILITY:** Only individuals who have executed this Agreement and possess a valid government-issued driver's license shall operate rented vehicles or equipment. Passengers shall only be carried on vehicles specifically manufactured and designated for multi-passenger use. Riders under 18 years of age must possess written parental/guardian consent and fulfill PA safety requirements. If any undersigned, permitted user, or minor child under my control causes theft, loss, damage, or mechanical abuse, I agree to be **personally and strictly liable for all repair, replacement, or salvage costs**. I further agree to pay for **loss of use** at the rate of **$50.00 per day** until repaired and returned to service (not to exceed 14 days), and authorize VILLA FODERA LLC to process all such charges immediately to my payment method on file.
3. **EXPRESS ASSUMPTION OF INHERENT RISKS:** I expressly, knowingly, and voluntarily assume all risks, hazards, and dangers associated with off-road vehicle operation and rental, whether known or unknown, anticipated or unanticipated. These risks include, but are not limited to: vehicle rollovers; flips; collisions with trees, rocks, wildlife, fences, other vehicles, or pedestrians; sudden mechanical or brake failures; loss of control; rough, slick, muddy, steep, or unpredictable terrain; hidden drop-offs and cliffs; exposure to severe weather; and **the potential negligence of other riders or VILLA FODERA LLC**. I voluntarily assume full responsibility for any bodily injury, death, or property damage resulting from my participation.
4. **RELEASE, WAIVER OF LIABILITY & ORDINARY NEGLIGENCE:** To the fullest extent permitted under Pennsylvania law, the undersigned, on behalf of myself, my spouse, heirs, executors, administrators, personal representatives, and assigns, hereby **FOREVER WAIVES, RELEASES, DISCHARGES, AND COVENANTS NOT TO SUE VILLA FODERA LLC**, its owners, members, managers, officers, employees, guides, agents, affiliates, and landowners from any and all claims, demands, damages, actions, causes of action, or suits of any kind (including personal injury, paralysis, wrongful death, and property damage) arising out of or related to the rental, maintenance, inspection, instruction, trail guidance, condition, or operation of ATVs, UTVs, helmets, or related gear. **THIS WAIVER EXPRESSLY EXTENDS TO AND INCLUDES ALL CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF VILLA FODERA LLC AND ITS AGENTS**, but excludes acts of gross negligence or willful and wanton misconduct as prohibited by Pennsylvania public policy.
5. **INDEMNIFICATION & HOLD HARMLESS:** The undersigned agrees to **INDEMNIFY, DEFEND, AND HOLD HARMLESS VILLA FODERA LLC**, its owners, officers, employees, and agents from and against any and all claims, demands, liabilities, lawsuits, judgments, settlements, losses, damages, costs, and expenses (including reasonable attorneys' fees and litigation expenses) arising out of, caused by, or resulting directly or indirectly from the operation, possession, or use of the rented vehicles/equipment by myself, my passengers, or any minor under my custody or supervision, including any claims brought by third parties or by the minor upon reaching the age of majority.
6. **SEVERABILITY, VENUE & CHOICE OF LAW:** If any provision of this Agreement is adjudicated invalid, illegal, or unenforceable under Pennsylvania law, such provision shall be modified to the minimum extent necessary or severed, and all remaining provisions shall remain in full force and effect. This Agreement shall be governed strictly by and construed in accordance with the **laws of the Commonwealth of Pennsylvania**, with exclusive venue in the Court of Common Pleas of Pike County or Monroe County, Pennsylvania.
7. **EXPENSES OF ENFORCEMENT & INTEGRATION:** In any legal action arising out of or relating to the enforcement or breach of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees and all court costs. This document constitutes the

entire agreement between the parties and supersedes all prior oral or written representations. No modification shall be valid unless in writing and signed by an authorized representative of VILLA FODERA LLC.

8. **PARENTAL / LEGAL GUARDIAN ACKNOWLEDGMENT & INDEMNITY (FOR MINORS):** As parent or legal guardian of the minor rider(s) listed below, I represent that the minor is physically and mentally capable of safely operating/riding the vehicle. I have explained all safety rules to the minor. In consideration of permitting the minor to participate, I expressly agree to **INDEMNIFY, DEFEND, AND HOLD HARMLESS** VILLA FODERA LLC from any and all claims, liabilities, or damages arising out of the minor's participation, including claims alleging the ordinary negligence of VILLA FODERA LLC.

RIDER & MINOR ACKNOWLEDGMENT AND EXECUTION

BY SIGNING BELOW, I CERTIFY THAT I AM AT LEAST 18 YEARS OF AGE (OR THE PARENT/LEGAL GUARDIAN OF A MINOR PARTICIPANT), HAVE CAREFULLY READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT I AM SURRENDERING SUBSTANTIAL LEGAL RIGHTS (INCLUDING THE RIGHT TO SUE FOR NEGLIGENCE), AND SIGN IT VOLUNTARILY.

PARTICIPANT / RENTER NAME (PRINT)	AGE	HELMET #	SIGNATURE (PARENT/GUARDIAN IF MINOR)	DATE

GENERAL ATV / UTV OPERATIONAL & TRAIL RULES

1. **Authorized Riders Only:** Only individuals who have completed and signed this Agreement (or whose parent/guardian signed on their behalf) are permitted to operate or ride in any vehicle.
2. **Mandatory Helmet & Eye Protection:** A DOT/Snell-approved safety helmet and eye protection must be securely fastened and worn at all times while operating or riding.
3. **Zero Alcohol & Substance Tolerance:** Strict zero-tolerance policy for alcohol, drugs, or impairing medications prior to or during equipment possession/operation.
4. **Safe Operation & Speed:** Reckless driving, donuts, fishtailing, drifting, jumping, or speeding is strictly prohibited. Obey all posted signs, trail markers, and guide directions.
5. **Passenger Limitations:** Single-rider ATVs shall never carry passengers. Multi-passenger UTVs shall not carry more passengers than designated manufacturer seating and seatbelts allow.
6. **Trail Discipline:** Stay strictly within authorized and marked trail corridors. Riding into posted private property, off-trail areas, or "DO NOT ENTER" zones is strictly forbidden.
7. **Terrain Awareness:** Exercise heightened caution near cliffs, drop-offs, water crossings, mud pits, blind corners, and rocky inclines. Maintain safe following distances (minimum 3 to 4 vehicle lengths).
8. **No Contests or Towing:** Racing, competitive riding, and vehicle towing are strictly prohibited. Never attempt to tow a disabled vehicle.
9. **Breakdowns & Disabled Vehicles:** In case of mechanical failure, accident, or emergency, do not abandon the vehicle. Contact staff immediately at the emergency numbers listed below.
10. **Wildlife & Environmental Care:** Maintain safe distances from all wildlife. Pack out all trash and respect the natural habitat.
11. **Timely Return & Damages:** Vehicles returned late will be billed additional hourly/daily rental fees. No refunds for early returns or inclement weather. Renter is fully responsible for all assessed damages upon post-rental inspection.

VILLA FODERA LLC EMERGENCY & TRAIL ASSISTANCE CONTACT

For Mechanical Breakdown, Trail Assistance, or Immediate Support, Call: **(757) 589-0577**