

Dated \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, this MOTORCYCLE RENTAL AGREEMENT is between SportRiderCoaching, LLC, a Texas Limited Liability Corporation at 702 Houston, Fort Worth, Texas 76102 (hereinafter referred to as "Owner") and

\_\_\_\_\_  
Name (hereinafter referred to as 'Renter').

\_\_\_\_\_  
Address, City, State

In consideration of the rents, agreements and conditions herein reserved and contained on the part of Renter to be paid, performed and observed, Owner hereby rents to Renter and Renter hereby rents from Owner, for the term herein set forth a certain Kawasaki 400 / KTM RC390 (circle one) Motorcycle, (herein referred to as the 'Race Bike').

The Term of this Rental Agreement (the 'term') shall be the day of the agreement.

Renter Agrees to pay Owner the sum of \$275 (Ninja 400) / \$300 (RC390) (circle one) for the term of this agreement, to be paid in full at rental commencement.

Rental of Race Bike requires a valid motorcycle Operator's permit issued by a State government in the United States.

\_\_\_\_\_  
Licensed Name (as appears on driver license).

\_\_\_\_\_  
Issuing State and Driver License Number

### RENTER ACKNOWLEDGEMENTS AND RESPONSIBILITIES

\_\_\_\_\_ Renter will not operate the Race Bike in a sanctioned competition environment.

\_\_\_\_\_ If the rental is in conjunction with private rider training with SportRiderCoaching, LLC the damage limit to the Renter is one thousand dollars (\$1,000.)

\_\_\_\_\_ Renter acknowledges and understands that Owner does not insure this vehicle or the Renter.

\_\_\_\_\_ Renter acknowledges Owner may use payment information from previous transactions to secure or source damage assessment and repair funds.

\_\_\_\_\_ Renter will be responsible for paying for repairs to Race Bike for damages sustained while Renter is operating or in control of Race Bike, whether on or off the track or in the pit or paddock area of the track.

\_\_\_\_\_ Repair Rates: Renter agrees that all labor expenses for repair of the vehicle shall be calculated at a base rate of \$90 per hour. Price of parts and labor expenses shall be paid to Owner.

\_\_\_\_\_ Renter understands and agrees that the Rental Fee does not cover any school or track fees.

\_\_\_\_\_ Renter agrees to NEVER attempt to operate the Race Bike on a public roadway or anywhere licensed vehicles are required.

\_\_\_\_\_ Renter understands and agrees that Race Bike is and shall remain the exclusive property of Owner and that Renter has by this Rental Agreement acquired no right, title or interest in or to Race Bike.

\_\_\_\_\_ Renter further understands and agrees that the Renter is not in any business, joint venture, sponsorship arrangement or enterprise, and nothing herein shall be constructed to create such a relationship.

\_\_\_\_\_ In the event Renter shall fail to pay owner any sums due under this Rental Agreement when due, or shall fail in any way to comply with any other term or provision of this Rental Agreement, Owner shall have the right to terminate this Rental Agreement without notice. Upon such termination, Renter's rights hereunder shall be ended and Renter remain liable for any damages resulting from his or her breach, including cost of collection and all reasonable court and attorney fees.

\_\_\_\_\_ Renter acknowledges that he or she is at least 18 years of age, in suitable good mental and physical health to operate the Race Bike and understands the dangers and personal responsibilities of operating a race motorcycle on a closed course.

\_\_\_\_\_ Renter shall operate Race Bike in accordance with the accepted on-track rules, regulations and courtesies. Renter shall not engage in reckless or dangerous operation of the Race Bike. Renter shall maintain awareness of the condition of the Race Bike.

\_\_\_\_\_ Renter shall maintain awareness of the condition of the race bike during the term of this agreement, including the monitoring of oil pressure and temperature gauges in the cockpit of the Race Bike. Renter agrees that he or she observes unsafe or unusual readings from these gauges while operating the Race Bike, Renter shall immediately, carefully and safely cease operation of the Race Bike and notify owner. Renter further agrees to abide by the direction and wishes of the owner at all times and if Owner so directs. Renter shall remove the race Bike from the track immediately in a safe and prudent manner.

\_\_\_\_\_ Renter may not assign this agreement

\_\_\_\_\_ Renter may not let anyone drive or operate the Race Bike who is not designated on the Rental Agreement as Renter.

\_\_\_\_\_ Renter may not make or allow to be made any mechanical or cosmetic additions or alterations to the Race Bike without obtaining Owner's written consent on each occasion, including, but not limited to, the placement of graphics or signage on the Race Bike.

\_\_\_\_\_ Renter shall not permit any lien to be filed against Owner or Race Bike.

\_\_\_\_\_ There shall be no option to extend this agreement. Owner and Renter may, at Owner's option, engage in negotiations for a new rental agreement for subsequent rental periods.

## **LIABILITY AND PERSONAL RESPONSIBILITY**

\_\_\_\_\_ Renter acknowledges that he or she is covered by adequate medical insurance for any injuries that may be sustained during the term of this agreement, Owner has not and will not provide medical insurance to the Renter, and Renter further agrees not to seek coverage from Owner's insurance policies, if any.

\_\_\_\_\_ Renter acknowledged technical responsibility for machine soundness and safety. Renter should carefully review and inspect all aspects of Race Bike to ensure safety and suitability for operation. If Renter does not have suitable expertise, Renter should obtain such expertise or decline to rent Race Bike.

\_\_\_\_\_ **INDEMNIFICATION OF OWNER BY RENTER:** Renter acknowledges that operating Race Bike is a dangerous undertaking that can and sometimes does result in physical injury or death, as well as property damage, and Renter hereby releases, discharges, and acquits Owner, its agents, officers, heirs beneficiaries, assigns, successors, attorneys and employees for any and all claims arising out of the use operation by Renter of Race Bike, including claims against Renter and/or Owner arising from Renter driving or operating Race Bike, and Renter holds Owner harmless therefrom.

\_\_\_\_\_ **RACE BIKE PROVIDED AS-IS:** The Race Bike is provided AS-IS, and Owner makes NO WARRANTY for the performance or operation of the Race Bike, or its ability to be operated without mechanical or other failure during the course of the Agreement Term. Renter acknowledges, agrees, and understands that Race Bike are complex machines subject to severe stresses of on-track use and that parts and components often break and fail during use without warning. Renter shall make no claims against Owner for Renter's failure to complete any track event or drivers' school as a result of any such mechanical failure.

\_\_\_\_\_ **RELEASE AND WAIVER:** UNDERSTAND THIS PARAGRAPH TO BE A RELEASE AND WAIVER and intending to bind his or her heirs, executors, administrators and assigns, the Renter agrees that he or she shall be responsible and liable for any claims, actions, judgments and damages whatsoever for injuries, death or damages to property as a result of any act or omission arising from his or her racing activities, participation in the stated event(s) or from any from any use of Race Bike, whether the result is of negligence or otherwise and whether suffered by Renter or by any other persons; and shall indemnify and hold Owner, and its officers, employees, agents, heirs successors, beneficiaries, assigns and attorneys harmless from and against all such claims including reasonable attorney fees, notwithstanding any claim that Owner contributed to; and shall promptly pay any judgment or settlement resulting therefrom.

## **ENTIRE AGREEMENT**

\_\_\_\_\_ **ENTIRE AGREEMENT:** This Rental Agreement is the entire agreement between the Owner and Renter and may not be modified orally but only in writing signed by both parties. This agreement shall be governed by the laws of the State of Texas and all disputes and/or litigation regarding matters concerning this Rental Agreement shall be adjudicated in the court system of said State, regardless of the place or location where the terms of this agreement shall be fulfilled. Any and all oral representations, brochures, advertisements, and publications of Owner are expressly excluded from consideration in constructing terms and conditions embodied in this agreement.

\_\_\_\_\_ **WAIVER/FAILURE TO ENFORCE:** No consent or waiver, expressed or implied by Owner to or of any breach of any covenant, condition, or duty or Renter shall be construed as a consent to or waiver of any other breach of the same or any other covenant, condition or duty.

\_\_\_\_\_ **LIMITATION OF LIABILITY:** Anything in this Agreement to the contrary notwithstanding. Renter agrees that it shall look solely to the estate and property of the Owner in the Race Bike and its appurtenances for the collection of any judgment (or other judicial process) requiring the payment of money by Owner in the event of any default or breach by owner with respect to any of the items, covenants and conditions of this agreement to be observed and/or performed by Owner, and no other assets of the Owner, or any of its individuals, assigns, trustees, officers, beneficiaries, agents, employees, attorneys, or other members, shall be subject to levy, execution or other procedures for the satisfaction of Renter's remedies.

\_\_\_\_\_ SEVERABILITY: If any provision of this Agreement or any portion of such provision or the application thereof to any person or circumstance shall be held to be invalid or unenforceable or shall become a violation of any local, state or federal law, then the same or the same as so applied shall no longer be a part of this Agreement, but the remainder of this Agreement, such provision and the application thereof to the other persons and circumstances shall not be affected thereby and this Agreement as so modified shall continue in full force and effect. THIS IS A LEGAL CONTRACT, OWNER AND RENTER HAVE HAD THE OPPORTUNITY TO CONSULT WITH AN ATTORNEY PRIOR TO SIGNING AND ENTERING INTO THIS AGREEMENT. IN WITNESS WHEREOF, Owner and Renter have caused this Race Bike Rental Agreement to be executed as a sealed instrument as of the day and year first above written.

**RIDING MOTORCYCLES IS DANGEROUS. YOU MAY GET SERIOUSLY INJURED OR KILLED. TAKE THIS AGREEMENT SERIOUSLY.**

Renter, ON BEHALF OF THEMSELVES, THEIR PERSONAL REPRESENTATIVES, HEIRS AND NEXT OF KIN: (a) RELEASES; (b) DISCHARGES; (c) PROMISES NOT TO SUE; (d) INDEMNIFIES; and (e) HOLDS HARMLESS the following:

SPORTRIDERCOACHING, LLC OR ANY AFFILIATE OR RELATED COMPANY, OFFICER, EMPLOYEE, CONTRACTOR OR AGENT; and ANY RACING ASSOCIATIONS OR SANCTIONING ORGANIZATION, PROMOTERS, SPONSORS, ADVERTISERS, TRACK OPERATORS, TRACK OWNERS, OWNERS OR LESSEES OR LESSORS OF THE PREMISES; and ANY PARTICIPATING INDIVIDUALS OR TEAMS, MOTORCYCLE OWNERS, TEAM OWNERS, RIDERS, PIT CREWS; and RESCUE PERSONNEL, CORNER WORKERS, INSPECTORS, CONSULTANTS, SECURITY PERSONNEL; and EACH OF THEM AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS AND EMPLOYEES

FROM: ANY AND ALL LIABILITY OF ANY NATURE, WHETHER FOR PROPERTY DAMAGE OR PERSONAL INJURY INCLUDING DEATH ARISING OUT OF, CONNECTED WITH OR RELATED IN ANY WAY TO THE CONDUCT OF ANY EVENT, WHETHER OR NOT SUCH PROPERTY DAMAGE OR PERSONAL INJURY INCLUDING DEATH WAS CAUSED BY THE SOLE OR CONCURRENT NEGLIGENCE, ERRORS, MALFEASANCE, MISFEASANCE, STRICT LIABILITY, OR FAULT OF THE RELEASEES, RELEASORS OR OTHERWISE.

Printed Name & Date:

Signature:

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