

Bicycle Rental Agreement - Waiver and Release of Liability

Assumption of Risk: I understand and accept that renting this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment; accept full responsibility for any and all such damage or injury which may result.

Waiver and Release: In consideration of Pedals & Paddles LLC (P&P) renting me this bicycle, I specifically release and forever discharge P&P and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of P&P or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release P&P and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of P&P or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against P&P or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I hereby commit to wearing a helmet at all times while riding the bicycle. **Initial:** _____

I understand that this activity may result in severe injury, including but not limited to spinal or head injury. **Initial:** _____

I understand that accessories such as child seats and trailers can change the dynamics of cycling and can create additional risks for the cyclist and the rider or passenger. **Initial:** _____

I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions. **Initial:** _____

I understand how to operate the rental bicycle's gears and brakes and adjust the seat and quick releases. **Initial:** _____

I understand that this bicycle does not have lights and that I will not ride when dusk or dark. **Initial:** _____

I understand that upon return of the rented bicycle P&P will inspect it for damage. If unreasonable damage is discovered P&P reserves the right to levee additional fee(s) on my final bill to cover damages. **Initial:** _____

P&P staff has answered any questions I have had. **Initial:** _____

I have carefully read and understand the above. I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

Signature: _____ **Date:** _____

Print Name: _____

Phone: _____ **Emergency Phone:** _____

Date/Time of Rental _____ **Expected Return Date/Time** _____

Parent or Guardian's Signature (if under 18) _____