



Bicycle & Equipment Rental Agreement

KINGS CYCLING agrees to rent the following bicycle(s) (the "bicycle" and/or equipment) to Renter(s), upon the condition that Renter(s) agrees to all terms and conditions set forth below (including the release of claims) and evidence that agreement with his/her signature below. The bicycle shall be rented for the time period and hourly rate specified as selected by Renter(s).

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE KINGS CYCLING FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY KINGS CYCLING AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter(s) does hereby remise, release, and forever discharge KINGS CYCLING, KINGS CYCLING'S agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle and/or equipment; or in any way arising out of the rental relationship between Renter(s) and KINGS CYCLING.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless KINGS CYCLING, KINGS CYCLING'S agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse, or abuse of the bicycle.

Terms and Conditions

Assumption of Risk: Renter(s) acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the bicycle.

Acceptable Use:

Renter(s) agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe, and conscientious manner. Renter(s) shall at all times observe and adhere to any rules and guidelines posted by KINGS CYCLING, and any applicable laws or regulations in the State of New York and/or Other United States Territory.

KINGS CYCLING's bicycles and other rented equipment are intended for use on established bicycle paths created and governed by the City of New York and/or Other United States Territory, such as but not limited to; Greenway Bicycle Path; local City & State Parks.

1. All products are intended for recreational use only and are not to be used in any other way.
2. Prohibited Activities: Renter(s) shall not violate any of the following rules and regulations during his/her operation of the bicycle:
3. There are no passengers permitted on the bicycle unless expressly permitted by KINGS CYCLING in writing prior to use.
4. There is no smoking while on the bicycle.
5. There are no alcoholic beverages permitted while using the bicycle.

Unsafe Use: If at any time KINGS CYCLING determines that Renter(s) has engaged in an unsafe or hazardous use of the bicycle, KINGS CYCLING may immediately terminate the rental. Upon notification of termination, Renter(s) must return the bicycle to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter(s) will not be refunded his/her security deposit. KINGS CYCLING shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

Condition of Bicycle upon Return: The Renter shall return the bicycle to the designated return area clean and in the same condition as it was in when given to Renter(s), excepting ordinary wear and tear. Renter(s) shall be responsible for any damage caused to the bicycle during the rental period. KINGS CYCLING shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Renter(s) shall be billed by KINGS CYCLING for the full amount of all damages caused by Renter(s) during the rental period, including reasonable attorney's fees if necessary.

Late Returns: If Renter(s) returns the bicycle to the designated return area more than 15 minutes after the scheduled "Return Time," Renter(s) will be billed for an additional 1-hour time slot at applicable rate. If bicycle(s) is not returned by close of business Renter(s) will be billed for the full value of the requested bicycle including shipping, and up to 14 days at full day rental period price for loss of performance. Renter(s) shall also forfeit his/her security deposit which will be applied to remedy any losses by Kings Cycling.

By signing below or clicking this box, Renter(s) acknowledges that they have read and understand all of these terms, conditions and rules set forth above, and agrees to all terms without reservation.

Name: _____ Date: ____/____/____ Signature: _____

Bicycle #: _____ Bicycle Type: _____ Age: ADLT CHILD Time out: ____: ____ Return Time ____: ____