



KINGS CYCLING

Bicycle & Equipment Rental Agreement - Group/Event Rental

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

PLEASE READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY BEFORE 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 ON THE USE OF THE BICYCLES. THIS AGREEMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims: In consideration of the rental, the Renter/Organizer hereby remises, releases, and forever discharges KINGS CYCLING, KINGS CYCLING'S agents, servants, successors, heirs, executors, administrators, and personal representatives from any and all actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, arising out of this Agreement, the use (misuse, or abuse) of the bicycles and/or equipment, or in any way arising out of the rental relationship between Renter/Organizer and KINGS CYCLING.

Indemnification: As part of this rental agreement, the Renter/Organizer agrees to indemnify and hold harmless KINGS CYCLING, KINGS CYCLING'S agents, servants, successors, heirs, executors, administrators, and personal representatives against any suits, actions, claims, demands, or damages that arise from the Renter/Organizer's use, misuse, or abuse of the bicycles.

Terms and Conditions:

1. Assumption of Risk: The Renter/Organizer acknowledges that cycling activities involve inherent dangers, including the risk of bodily injury and/or death. The Renter/Organizer assumes and accepts all risks associated with the use of bicycles.
2. Group/Event Rental Use: The Renter/Organizer acknowledges that they are responsible for the safe and responsible use of the bicycles by all participants within their group or event. The Renter/Organizer shall ensure that all participants adhere to any rules and guidelines provided by KINGS CYCLING, as well as any applicable laws or regulations in the State of New York.
3. Rental Location: The bicycles and rented equipment are intended for use on established bicycle paths created and governed by the City of New York, such as, but not limited to, the Greenway Bicycle Path and local City & State Parks.
4. Prohibited Activities: The Renter/Organizer and all participants shall not engage in the following activities during the use of the bicycles: a. Carrying passengers unless expressly permitted by KINGS CYCLING in writing prior to use. b. Smoking while on the bicycles. c. Consuming alcoholic beverages while using bicycles.
5. Unsafe Use: If at any time KINGS CYCLING determines that the Renter/Organizer or any participant has engaged in unsafe or hazardous use of the bicycles, KINGS CYCLING may immediately terminate the rental. Upon notification of termination, the Renter/Organizer must return all bicycles to the designated return area immediately. In such cases, the Renter/Organizer will not be refunded their security deposit. KINGS CYCLING shall determine, at its sole discretion, whether any behavior or activity is deemed "unsafe or hazardous."
6. Condition of Bicycles upon Return: The Renter/Organizer shall return all bicycles to the designated return location & area in a clean and the same condition as was received. All cleaning expenses will be attributed to Renter/Organizer in excess of normal usage.

Unsafe Use: If at any time KINGS CYCLING determines that Renter/Organizer has engaged in an unsafe or hazardous use of the bicycle, KINGS CYCLING may immediately terminate the rental. Upon notification of termination, Renter/Organizer must return the bicycle to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter/Organizer 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/Organizer, excepting ordinary wear and tear. Renter/Organizer shall be responsible for any damage caused to the bicycle during the rental period. KINGS CYCLING shall retain any portion (or all) of Renter/Organizer'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/Organizer shall be billed by KINGS CYCLING for the full amount of all damages caused by Renter/Organizer during the rental period, including reasonable attorney's fees if necessary.

Late Returns: If Renter/Organizer returns the bicycle to the designated return area more than 15 minutes after the scheduled "Return Time," Renter/Organizer will be billed for an additional 1-hour time slot at applicable rate. If bicycle(s) is not returned by close of business Renter/Organizer 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/Organizer 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/Organizer acknowledges that they have read and understand all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

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

Rider(s) Ages: 3y-6y 6y-10y 10y-15y 15y-17y Adult 18y+

Event Location: _____ Event Start: ____: ____ Return Time ____: ____

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