

# Adventur-E-Bike Rental, LLC

## Valid State ID & Credit Card required for all rentals

Recreational Activity Release of Liability, Waiver of Claims, Express Assumption of Risk and Indemnity Agreement for Adventur-E-Bike Rental, LLC Express Assumption of Risk Associated with Recreational Activities.

IN CONSIDERATION OF the risk of injury that exists while participating in Electric Mountain Biking, Bike Riding, Bike Rental, or hiking (hereinafter the "Activity"); and IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same; I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and I HEREBY release and forever discharge Adventur-E-Bike Rental, LLC., their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY.

I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors,

omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. If I should require medical care or treatment, I authorize Adventur-E-Bike Rental, LLC. to provide all emergency medical care deemed necessary, including but not limited to, first aid, CPR, the use of AEDs, emergency medical transport, and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any costs incurred because of such treatment. I am aware and understand that I should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this Activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Adventur-E-Bike Rental, LLC official or agent, regarding my approval to participate in the activity. This activity takes place outdoors and therefore includes risks associated with exposure to elements, excessive heat, hypothermia, encountering objects either natural or man-made, exposure to animals with attendant risks of kicking, biting, etc.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE ADVENTUR-E-BIKE RENTAL, LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST ADVENTUR-E-BIKE RENTAL, LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Adventur-E-Bike Rental, LLC, its agents, and employees. I agree that this Release shall be governed for all purposes by Illinois, without regard to any conflict of law principles. This Release supersedes all previous oral or written promises or other agreements. If any damage to equipment or facilities occurs because of my or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for all costs associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION. THIS AGREEMENT was entered into at arm's length, without duress or coercion, and is to be interpreted as an agreement between two parties of equal bargaining strength. Both Participant, I and Adventur-E-Bike Rental, LLC agree that this agreement is clear and unambiguous as to its terms, and that no other evidence shall be

used or admitted altering or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered. If any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforced as so limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OLD OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT THAT I AM FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL. PARENT/GUARDIAN WAIVER FOR MINORS: In the event that the participant is under the age of consent (18 years of age), then this release must be signed by a parent or guardian as follows: I HEREBY CERTIFY that I am the parent or guardian of said minor, name below, and do hereby give my consent without reservation to the foregoing on behalf of this individual. Drugs and Alcohol: The use of any drugs or alcohol is prohibited before or during the use of any E-Bike rental or test ride. This contract may be terminated at any time by Adventur-E-Bike Rental LLC if the user is believed to be under the influence of any drugs or alcohol. PHOTOS: Adventur-E-Bike Rental, LLC or its agents, employees, or associates may take photos or videos of your actions and or activities while in public using any rental equipment. Adventur-E-Bike Rental, LLC reserves the right to make copies and assume ownership of any photographic or video images that are obtained in connection with your participation in any activity with Adventur-E-Bike Rental, LLC. Adventur-E-Bike Rental, LLC reserves the right to copyright, use and publish the same in print and/or electronically. Adventur-E-Bike Rental, LLC reserves the right to send SMS text messages to any guest for any reason. The guest can opt out of this at any time by texting Stop to 815-313-9416 Adventur-E-Bike Rental, LLC reserves the right to use such photograph(s) or video images that are taken for any lawful purpose, including but not limited to publicity, illustration, advertising, and Web content. The use of said photographic or video images either in print, electronically or as Web content by any third party for any manner of unlawful or unauthorized purposes shall not be the responsibility of Adventur-E-Bike Rental, LLC All persons shall RELEASE, DISCHARGE AND COVENANT NOT TO SUE Adventur-E-Bike Rental, LLC , its agents, employees, officers, members or licensees from any and all claims and liability arising out of strict liability or ordinary negligence of Adventur-E-Bike Rental, LLC its agents, employees, officers, members or licensees or any other party which causes the above

referenced person or person's injury, damages or property damage. All person's shall, jointly and severally, covenant to hold Adventur-E-Bike Rental, LLC its agents, employees, officers, members or licensees harmless and to indemnify Adventur-E-Bike Rental, LLC its agents, employees, officers, members or licensees from any claim, judgment or expense Adventur-E-Bike Rental, LLC its agents, employees, officers, members or licensees may incur arising out of the use of the participant's photographic or electronic image of the participant's participation in the activities Adventur-E-Bike Rental LLC

**PROPERTY DESCRIPTION:** Adventur-E-Bike Rental, LLC warrants that to the best of their knowledge and belief the aforesaid property is free of faults or deficiencies which would affect its safe and dependable operation under normal and prudent usage. **USE OF PROPERTY:** The RENTER further agrees that the rented property shall [1] not be used beyond any rated capacity; [2] shall not be used for any illegal purpose; [3] shall not be used in any manner for which it was not designed, built, or designated by the manufacturer; [4] will not be used in a negligent manner; [5] will not be operated by any other person without the written permission of Adventur-E-Bike Rental, LLC and [6] will not be removed from the designated area of use or operation.

**RENTAL RATE:** The RENTER hereby agrees to pay Adventur-E-Bike Rental, LLC at the rate of \$15.00 per hour for the use of (1) One electric bike.

**RETURN OF PROPERTY TO OWNER:** The RENTER hereby agrees to return the rented property and any accessories/equipment to Adventur-E-Bike Rental, LLC at the original place the bike was rented no later than 7pm the same day as the bike rental.

**TERMINATION OF AGREEMENT:** It is mutually agreed that Adventur-E-Bike Rental has the right to terminate this agreement at any time with a full refund. The RENTER has the right to terminate this agreement at any time within the first 15 minutes of rental with a full refund.

I authorize Adventur-E-Bike Rental LLC to charge my credit card for damages caused to any of the rental equipment by neglect from the above rider. I understand that my information will be saved on file for 30 days. Theft to any Equipment, E-Bikes and all attached components, Locks, Helmets, Keys, will result in a felony police report filed and the cost to replace the products will be charged to the credit card on file.

Print Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Sign Name: \_\_\_\_\_

Print Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Sign Name: \_\_\_\_\_

**Minor**

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Hours Rented: (Circle one) (1) (2) (3) (4) (5) (6) (7) (8)

Number of Bikes Rented: (Circle one) (1) (2) (3) (4) (5) (6) (7) (08) (09) (10)

Start Time: \_\_\_\_\_ End Time: \_\_\_\_\_

Location: \_\_\_\_\_

THIS AGREEMENT is made on this (Date) \_\_\_\_\_

Total Cost: \_\_\_\_\_