****

**Rock E Rentals-Tours LLC – Rental Agreement and Waiver**

ORGANIZATION NAME: **Rock E Rentals-Tours LLC** and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as “the Releasees”.)

DEFINITION: In this Release Agreement, the term “Biking” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: biking; electric biking; bike rental; electric bike rental; use of speakers, helmets, locks, baskets, lights, and other rental add-on accessories (hereinafter referred as “Rental Add-Ons”); orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to Biking or the rental of Biking Equipment.

RENTAL AGREEMENT: I accept full responsibility for the bike equipment rented (“the Equipment”) and authorize **Rock E Rentals-Tours LLC** (RRT) to charge my credit card for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

BIKING SAFETY: I acknowledge that I have been advised to wear an approved helmet while Biking. I acknowledge that I have been advised to wear a full-face helmet and other protective equipment such as elbow/ forearm and knee/shin armour when free riding or downhilling. Wearing an approved helmet while electric Biking is mandatory under provincial law. Wearing an approved helmet while Biking is required for individuals sixteen (16) years of age and under. Individuals under the age of sixteen (16) are prohibited from operating an electric bike. I am aware that Biking is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment.

ASSUMPTION OF RISKS: I am aware that Biking and the rental of Biking Equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, loss of balance; difficulty or inability to control one’s speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and man-made structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for Biking; travel on highways and back-country roads; encounters with domestic and wild animals; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTURES AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ELECTRIC BIKING AS A RESULT OF MY USE OF THE EQUIPMENT.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BIKING AND THE RENTAL OF BIKING EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT In consideration of the RELEASEES agreeing to rent me Biking Equipment and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in Biking or the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in Biking or my use of the Equipment;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the Colorado and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the state of Colorado and shall be within the exclusive jurisdiction of the Courts of Grand County.
6. In entering into this Release Agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Biking or my use of the Equipment, other than what is set forth in this Release Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.
7. I will not pursue legal action for property damages or personal injury incurred incurred and hereby state it will be claimed upon my own insurance policy, or personal expenditures to cover any and all incurred damages to self or others health or property.

**Rock E Rentals-Tours LLC – Payment Authorization Agreement**

By submitting my rental reservation and signing this agreement, I confirm to be an authorized Credit Cardholder of the card I use at checkout; and in accordance with my Cardholder Agreement, I agree to the following terms of payment for the rental of Biking Equipment:

SECURITY DEPOSIT: Upon submission of my Rental Reservation, I, the cardholder, hereby authorizes **Rock E Rentals-Tours LLC** to charge a twenty-percent (20%) Security Deposit to my credit card. I understand that this deposit is non-refundable.

RENTAL COMMENCEMENT: I authorize **Rock E Rentals-Tours LLC** to charge my credit-card the remaining eighty-percent (80%) of my Rental Fee at the start of my Rental Period.

CANCELLATION FEE: If I choose to cancel my reservation fewer than ten (10) days from the start of my rental period, I authorize **Rock E Rentals-Tours LLC** to charge my credit-card with a Cancellation Fee of eighty-percent (80%) my total Rental Fee.

DAMAGE FEE: If I return Rental Equipment with damage, I authorize **Rock E Rentals-Tours LLC** to charge my credit-card a Damage Fee. I understand this fee will be calculated by the amount of damage to the Equipment. I authorize **Rock E Rentals-Tours LLC** to charge my credit-card a Damage Fee up to the full value of the Rental Equipment for any Rental Equipment on my Rental Reservation that I return with damage.

LATE FEE: If I choose to keep my bikes longer than my rental duration, I agree to contacting **Rock E Rentals-Tours LLC** to request a Rental Extension. I understand that a Rental Extension is not guaranteed. If I choose to return a bike for a duration longer than my selected Rental Period, without receiving a Rental Extension, I authorize **Rock E Rentals-Tours LLC** to charge my credit-card with a late fee of one-hundred and fifty percent (150%) of the day Rental Rate for each non-returned item, per each day I fail to return them.

*Example Late Fee Calculation:*

*Hybrid Bike Rentals: $125/day \* 150%*

*Late Fee: $187 + Tax per day*

EQUIPMENT NON-RETURN FEE: I understand that all Rental Equipment must be checked-in at the end of my Rental Period. If I choose not to return any Rental Equipment on my Rental Reservation at check-in, I authorize **Rock E Rentals-Tours LLC** to charge my credit-card the full retail value of the non-returned Equipment. If I fail to return any Equipment on any Rental Reservation by the “End of Season,” September 20th, 2023, I authorize **Rock E Rentals-Tours LLC** to charge my credit-card the full retail value of any non-returned Equipment, in addition to paying any of the fees that I might have accrued according to the information above.

**Rock E Rentals-Tours LLC – Electronic Communications (Email/SMS Communications) Agreement**

We are committed to keeping your information confidential. We do not sell, rent, or lease our lists to third parties, and we will not provide your personal information to any third party individual, government agency, or company at any time unless compelled to do so by law.

We will use your e-mail address solely to provide timely information about **Rock E Rentals-Tours LLC**.

By submitting my rental reservation, I agree to receiving Electronic Mail (email) communications from **Rock E Rentals-Tours LLC** regarding my rental reservation, community events and occasional promotions.

By providing my Mobile Phone number, I agree to receiving SMS text messages regarding my rental reservation, community events and occasional promotions.

By signing below, I acknowledge all aforementioned stipulations and clauses surrounding release from harm and liability waiver form for rental.

**Please Sign and Date below:**

**X**