

BROOKS ADVENTURES – RENTAL AGREEMENT AND POLICIES

I hereby acknowledge and agree to the following rental agreement terms and conditions:

_____Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

_____Helmets are included in the rental, and are requires to be worn at all times while riding bicycles rented from Brooks Adventures. If a customer is seen riding the rental bicycle without a helmet, they will immediately have to return the bicycle with no refund.

_____Bikes are maintained on a daily basis. It is the responsibility of the client to check the bike at the store BEFORE setting out on any ride.

Customer agrees to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Note: All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed a 1 hour additional fee. Hourly and Daily rentals are due back 15 minutes before closing time. Late returns are subject to fees.

Customer agrees to provide BROOKS ADVENTURES with credit card details, for precautionary use only:

I authorize BROOKS ADVENTURES to charge the credit card the have on file for me for all eventual costs in case of damages to the bicycle(s) during my rental period, comprehensive of labor, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing BROOKS ADVENTURES for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

_____ (signature)

ASSUMPTION OF RISK, WAIVER & RELEASE AGREEMENT

Assumption of Risk: I understand and accept that renting this bicycle and participating in bicycling exposes me/my child to many hazards that may entail 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/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child 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 rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver And Release: In consideration of Brooks Adventures renting me/my child this bicycle, I specifically release and forever discharge Brooks Adventures and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child 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 Brooks Adventures or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Brooks Adventures 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 Brooks Adventures 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/my child 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 Brooks Adventures or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

_____ I realize the importance of wearing a helmet. A helmet must be worn at all times.

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

_____ I understand that this activity may result in hazards posed by other bicycles and features on the trails.

_____ Brooks Adventures staff have answered any questions I have had.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE 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.

Print Name _____ Signature _____ Date: _____

Address: _____ City _____ State _____

Zip _____ Telephone Number _____

Age (if under 18) _____

Parent or Guardians Signature _____

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Brooks Adventures from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS OF THE Brooks Adventures - BICYCLE RENTAL AGREEMENT ABOVE.