RENTAL/TEST RIDE AGREEMENT AND WAIVER OF LIABILITY
THIS IS A RELEASE OF LIABILITY AND MY PROMISE NOT TO SUE
READ THIS CAREFULLY

ACKNOWLEDGEMENT OF RISK/AGREEMENT NOT TO SUE. OPERATOR (or as OPERATOR'S MINOR CHILD's parent or guardian) understands that using a bicycle on roads or trails has inherent risks of injury to the OPERATOR or to others. Risks of injury include but are not limited to minor or major injuries or even death. OPERATOR certifies that he/she/they are fully competent and skilled at operating the Bicycle under all conditions. By signing this document, he/she/they are giving up important legal rights and release PROVIDER of any duty, legal duty or liability. BY SIGNING THIS DOCUMENT, OPERATOR GIVES UP THE RIGHT TO SUE THE PROVIDER.

LIMITATION OF USE. OPERATOR agrees to use the Bicycle only on designated and approved trails or roads. OPERATOR agrees to use the Bicycle safely at all times, to wear appropriate safety and protective Equipment, such as a helmet, eye protection, and protective clothing, not to operate the Bicycle in areas where prohibited or exposed to unusual danger, and not to operate the Bicycle while under the influence of alcohol or while impaired in any way.

CONDITION AND RETURN OF BICYCLE. OPERATOR must return the Bicycle and Equipment to PROVIDER's rental office or other location specified, on the date and time stated in this Agreement, and in the same condition that OPERATOR received it except for ordinary wear. If the Bicycle and Equipment are returned after closing hours, OPERATOR remains responsible for the loss of, and any damage to, the Bicycle and Equipment until PROVIDER inspects it upon our next day for business. Service to the Bicycle or replacement of parts or accessories during the rental must have PROVIDER's prior approval. OPERATOR must check and maintain the fitness of the Bicycle for its intended use.

RESPONSIBILITY FOR LOSS OR DAMAGE. OPERATOR accepts full responsibility for the Retail Value of the Bicycle and will reimburse PROVIDER the full amount, plus rental fees, for damages resulting in a total loss such as: theft, vandalism, confiscation or impoundment, fire, damage by others, crash, whether due to negligence, in whole or in part, by the OPERATOR or others. OPERATOR accepts responsibility during possession of the Bicycle and Equipment for repairs beyond normal use to the Bicycle and Equipment. OPERATOR is responsible for theft of the Bicycle and Equipment, loss of use, diminished value of the Bicycle and Equipment caused by damage to it or repair of it, and a reasonable charge to cover our administrative expenses connected with any damage claim, whether or not OPERATOR is at fault. OPERATOR agrees to pay for the loss of use of any Bicycle covered by this Agreement damaged by OPERATOR or other riders, at the rate of $25 per day from the date of damage until repaired and replaced in rental service, not to exceed 14 days.

INSURANCE. *PROVIDER is not an insurer*, maintains no insurance coverage for the Bicycle on or on behalf of the OPERATOR, for damages or claims of any kind. PROVIDER strongly urges OPERATOR and/or other operators/passengers/riders to have medical insurance prior to engaging in this activity.

I HAVE READ THIS DOCUMENT AND UNDERSTAND THAT THIS IS MY PROMISE NOT TO SUE THE PROVIDER, ITS EMPLOYEES AND AGENTS. I understand this is a legally binding release for all claims and lawsuits. I understand that if I have any questions about the legal consequences of this waiver, or a reluctance to sign, I can choose not to rent or test the Bicycle and/or Equipment.

Signed: _____ _____
Operator (or Parent or Guardian of Minor) **Date**

Phone:_____**E-mail:** _____

Driver's License: _____**State:** _____ **Expires:**_____