

### **RENTAL CONDITIONS:**

#### It is understood that:

1) Rentals are based on a 24 hour period. A one hour grace period is granted upon bike return. 2) It is the responsibility of the customer to test ride and examine the condition of the bike(s) before leaving the parking lot and try to bring any malfunction or damage to our attention. 3) If the customer is unfamiliar with the operation of the bike equipment, it is the responsibility of the customer to ask for further instruction before leaving the shop. It is understood that the customer will be self-sufficient and the shop cannot provide transportation or emergency support. 4) It is the responsibility of the customer to avoid debris on the road and/or trail. Customers are responsible all damages to items being rented (see protection plan). 5) Aside from flat repair, customers should not attempt to repair bikes or continue to ride bikes if damaged during rental. Bikes should be brought back to Bike Works immediately if damaged or if malfunctions occur during the rental period. If bikes cannot be brought back immediately, customers are responsible for contacting Bike Works by phone for further guidance. 6) If customers elect to purchase replacement tires, tubes or other equipment from other sources during the rental period, Bike Works is not required to reimburse the customer. See No. 2 above. 7) An additional fee may be charged for excessively dirty or muddy bikes. Please make an effort to clean up bikes with a damp cloth or gentle running water from a hose if used in foul conditions. 8) Although we may offer assistance in the use of car racks, the customer is responsible for making sure the bikes are securely fastened and are not damaged during transport. 9) Customers 16yrs old or younger are required by law to wear a helmet. Helmets are encouraged for all riders, regardless of age.

### LIMITATION OF LIABILITY

# It is understood that:

Because the equipment is rented for use outdoors, without specific boundaries, Bike Works supervision of equipment is impractical. Any duty to supervise the conduct of other parties is hereby waived. Those signed waive any cause of action against Bike Works in negligence or otherwise, that may arise from failure on behalf of anyone to maintain the city, county, or state streets and roads, or any other biking surfaces. Those signed release and waive Bike Works from liability for any cause of action in product liability, strict liability or negligence regarding the design, maintenance or condition of equipment. No warranties, expressed or implied, have been made concerning the quality of rental merchandise. Warranties or merchantability fitness for a particular recovery in any action based on a breach of contract shall be limited to the amount of the rental fee. I accept full responsibility for theft and damage to rental equipment and agree to pay Bike Works for such theft or damage. I have read the above rental conditions. I understand and agree with them.

I (we) understand and appreciate that I (we) may be physically injured while using rental bikes and/or equipment.

I (we) realize that it is not safe to operate a bicycle without a safety helmet.

I (we) understand that the injuries may include anything from minor bruises to a fracture or even death.

I (we) understand and voluntarily accept all possible risks and injuries and agree Bike Works will not be responsible for any injuries incurred due to negligence or otherwise.

I (we) are aware that this a release of liability and sign it on my own

# OPTIONAL LIMITED DAMAGE PROTECTION

By signing below, it is agreed that damage to rented bikes is the responsibility of the renter. As an option we offer a damage protection plan. The cost is \$5.00 per day, per bike and the following is covered:

Damaged up to \$100 is covered 100% (this includes tubes!)

Damage from \$101-400 is covered at 40% of cost of parts and labor.

Damage exceeding \$401 is covered at 50% of cost of parts and labor.

CONTRACT AGREEMENT: The undersigned have read and agree to our rental conditions and limitations of liability. All riders must sign below. (Parent/Guardian must sign for those under 18 years of age.				
		Rider		
Rider 1 (print)		Signature		/ /
		Rider		
Rider 2 (print)		Signature		/ /
		Rider		
Rider 3 (print)		Signature		/ /