



BIKE RENTAL AGREEMENT

Release of Liability, Waiver, and Assumption of Risk Agreement

FULL NAME (Print) _____ AGE _____
STREET ADDRESS _____ CITY _____ STATE _____ ZIP _____
PHONE NUMBER (List Area Code) _____ - _____ - _____

CAUTION: PLEASE READ THE FOLLOWING CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.

I, _____, being an adult, (or a minor on whose behalf a parent or legal guardian is signing this document)(hereafter "I" or "me"), acknowledge that:

- 1.) **Health & Safety:** I am in good physical and mental health. I am not under the influence of any drugs, alcohol, or other substances which may impair my ability to take and follow instructions. I am not pregnant nor am I suffering from any spinal or skeletal defect, hearing, vision or balance impairment or other physical impairment.
- 1.) **I acknowledge that cycling may be dangerous and I accept and assume such risk:** I am aware that road biking in general, involves inherent risks. I further acknowledge that I have voluntarily chosen to rent equipment from Detours, or if the individual renting equipment is a minor, I have, as the minor's parent or legal guardian, voluntarily consented to such minor's use of such rental equipment. I know and fully understand that road biking is a dangerous outdoor activity in an uncontrolled environment with inherent risks and hazards, where serious accidents can occur, participants can sustain property damage, injuries, illness and even die. I agree to regulate my speed and operate equipment in an appropriate manner to negotiate roads/trails and avoid obstacles and collisions to the greatest reasonable degree possible. I acknowledge and willingly and voluntarily assume all risks and hazards in all terrain and phases of this activity, including, but not limited to those involving, (1) loss of control of bicycle, malfunction of equipment, falls from the bicycle, collision with other participants, equipment, pedestrians, vehicles, rocks, gravel, and any other manmade or natural obstacle, whether obvious or not; (2) encounters with animals, wildlife, plant life, rocks and insects; (4) exposure to outdoor environment, extreme temperatures, sun, and inclement weather, variations in terrain, bumps, plant growth, loose gravel and dirt, wet surfaces, holes, road construction including travel by foot or vehicle in any way related to this activity; (5) assistance in lifting and/ or carrying equipment; (6) rescue/EMS related injuries; and (7) unavailability of immediate and appropriate medical attention in case of injury and/or emergency. I understand and acknowledge that the above list is not meant to be complete or exhaustive, and that unforeseen and unanticipated risks, known or unknown, may also exist and result in damage, injury, illness, disease, or death.
- 2.) **I waive my right to sue Detours:** I agree that I shall not make a claim or bring any action against, sue, or hold responsible Detours, or its staff, employees and owners, or expect, require, or pursue them, to be held accountable for any damages. I voluntarily agree to release, discharge, and hold harmless Detours, its staff, employees and owners, from and against any and all claims of liability, even those arising out of their negligence, fault, recklessness, or any other act or omission which causes me damages, illness, injury, disease, or death, of any nature in any way connected with my participation in this activity.
- 3.) **Indemnity:** I further agree, to hold harmless, defend, and indemnify Detours, its staff, employees and owners, from all defense costs, including attorney's fees incurred in connection with claims arising from the activities anticipated herein, including but not limited to those for bodily injury, wrongful death, or property damage, whether caused by or sustained by any minor on whose behalf I am signing, or which I may cause to spectators or other third parties, whether negligent or not, in the course of my participation in this activity.
- 4.) **Condition of Equipment:** I acknowledge that by taking possession of and operating the equipment, I have had the opportunity to inspect the equipment and I believe it to be in good condition and repair. I agree to return the equipment in the same good condition and repair, reasonable wear and tear excepted. I acknowledge that each item of rental equipment is new or is a recent model and is rented as is. Detours is not a manufacturer of the equipment and has not made and does not make any representation, warranty, or covenant, express or implied, with respect to the condition, quality, durability, or suitability of the equipment, nor of its merchantability or fitness for any particular purpose.

5.) **Risk of Loss or Damage:**

A. Insurance: I understand that there is no insurance covering the equipment.

B. Responsibility: I acknowledge that I am fully and solely responsible for any damages, loss, injury or death which may arise from my or any other person's use of the equipment during the term of this Agreement other than use by Detours, its agents, employees and representatives.

C. Payments: I ASSUME ALL RISK OF LOSS OR DAMAGE TO THE EQUIPMENT FROM ANY CAUSE and shall pay Detours for all loss and damage to the equipment during the term of this Agreement, including but not limited to wrenches, dents, cracks, breakage, or bent parts, ordinary wear and tear excepted. I shall make payment upon demand, but not later than when the equipment is or should have been returned.

D. Amount of Damage: The measure of damage shall be the RETAIL COST of new replacement parts plus labor, equipment down time, and such other costs and expenses; all as shall reasonably be determined by Detours staff.

I acknowledge that by making a Security Deposit or my signing of a VISA, MasterCard or other credit cards authorization acceptable to Detours and upon signing agreement I agree to pay amount(s) reasonably determined by Detours for any damages or loss of equipment arising from or related to use of equipment during the term of this agreement. **INITIAL** _____


6.) I understand that a helmet may reduce the risk of head injury in the case of an accident. Detours requires all persons riding a bicycle to wear a helmet. I agree to wear a helmet at all times while riding the bicycle. **INITIAL** _____

I acknowledge that I have received instruction in the safe and proper use of the equipment listed on this form. I warrant that I understand how to use the brakes and shifting mechanisms on a bicycle. I understand rental equipment is equipped for daytime riding ONLY, any use of the bicycle after dark is prohibited. I agree to notify Detours Rentals at once if equipment is not functioning properly. I also agree to stop using the equipment at once and promptly return malfunctioning equipment.

I HAVE READ THIS AGREEMENT AND FULLY UNDERSTAND THE TERMS OF THE AGREEMENT. I AM AWARE THIS IS A RELEASE OF LIABILITY AND CONTRACT BETWEEN MYSELF AND DETOURS RENTALS.

User Signature _____ Date _____

Parent's Signature (if less than 18 years of age) _____ Date _____

SHOP USE ONLY	
<p style="text-align: center;"><u>PICK UP</u></p> <p>Date: ____ / ____ / ____</p> <p>Time: ____ : ____</p> <p style="text-align: center;"><u>EST. DROP OFF</u></p> <p>Date: ____ / ____ / ____</p> <p>Time: ____ : ____</p>	<p style="text-align: center;"><u>DROP OFF INSPECTION</u></p> <p>Late: YES / NO _____</p> <p>Damage: YES / NO _____</p> <p>Lost Equipment: YES / NO _____ Staff Initial: _____</p>
<p><u>EQUIPMENT</u></p> <p>Bike ID#: _____ Helmet: Y / N</p>	
<p><u>BIKE CONDITION</u></p> <div style="text-align: center;">  </div> <p>All functional procedures and mechanical inspections have been completed upon the date of checkout. Staff Initial: _____</p>	