

PEDAL E PARK

385 Gladys Glen rd
Coram 59913

E-BIKE RENTAL AGREEMENT

Bike Rental Agreement, Waiver and Release of Liability[

Rental terms

This is legally binding release, waiver, discharge and covenant not to sue, made voluntary by me, the undersigned Renter, on my own behalf, and on behalf of heirs, administrations, legal representatives and assigns (shall also include renter's parents or guardian, if renter is under 18 years of age). As the undersigned Renter, I fully recognize that there are dangers and risks to which I may be exposed by participating in renting a bicycle and accessory equipment.

I agree to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. I agree to properly secure/lock all borrowed equipment in legal condition when not in my possession. I accept the use of the equipment, AS IS, in good condition and accept full responsibility for care for equipment when in my possession. Damaged parts or components will be repaired/replaced and I agree to pay regular shop rates and retail price 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 misuse or/and crashes.

I affirm that I have adequate medical or health insurance to cover any medical assistance I may require and that any passengers or person whom I am responsible also have adequate medical or health insurance to cover any medical assistance they may require.

I also agree to use bicycles only on designated and approved trails or roads and not to operate the bicycle in areas where prohibited or exposed to unusual danger.

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

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 and loss of or damage of personal property. I fully understand that these risks and dangers may be caused by my own actions or inactions. I agree, covenant and promise to accept and assume all responsibility and risk for any injury, death, illness or disease, or damage to myself, my property, third parties or their property and property of Park e pedal. I also understand that I/my child

should be in good physical health to participate in bicycling and I confirm that I/my child have no health issues that prevent me/my child from participating in bicycling and I elect to participate despite the risk.

Waiver and Release

In consideration of Pedal e bike renting me/my child this bicycle, I specifically release and forever discharge Pedal e bike as its affiliates, officers, owners, agents and employees from any and all liability of claims for injury, illness, death or loss of or damage to property which me/my child may suffer while renting this bicycle and participating in bicycling. I further agree that despite this release and waiver of liability, assumption of risk, and idemnity agreement I, or anyone on my behalf, make a claim against Park e pedal LLC, I will idemnify, save and hold harmless each of the releases from any litigation, attorney fees, loss,liability or cost which may incur as the result of such claim. 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 bike, as a result of the activities and participating in bicycling, I will have no right to make a claim or file a lawsuit against the Park e pedal LLC.

----- I realize the importance of wearing a helmet. A helmet must be worn all the time.

----- I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.

----- I agree not to lend the bike(s) to others while it is in my possession, and that if I were to do so, and that if they were to suffer a loss as a consequence, that that is my responsibility alone.

-----I understand that I should not and may not participate in these activities if I am under the influence of alcohol or drugs.

----- Pedal e park staff have answered any questions I have had.

My signature below indicates that I have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and

without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law.

SIGNATURE OF PARTICIPANT: _____

DATE: _____

ADDRESS: _____

EMAIL: _____

FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION

SIGNATURE OF PARENT OR LEGAL GUARDIAN: _____

PRINTED NAME OF PARENT OR
GUARDIAN: _____

RENTAL PERIOD AND PAYMENT

Start time: _____

End time: _____

Payment method: Venmo

Zelevans

Cash