

ANDY JORDAN'S BICYCLE WAREHOUSE
BIKE AND EQUIPMENT RENTAL WAIVER AND RELEASE OF LIABILITY FORM

Rider's Name _____ Rider's Age _____ Phone _____
(Please Print)

Address _____
(Street) (City) (State) (Zip)

CC# _____ Exp Date: ____/____/____ CVC: _____ MC/Visa/Amex/Discover

PLEASE READ CAREFULLY BEFORE SIGNING!

Rider (or legal guardian if Rider is a minor) states that Rider has read and understands this Waiver and Release of Liability Form of Andy Jordan Ventures, LLC, d/b/a Andy Jordan's Bicycle Warehouse, its owners, agents and employees (collectively "Andy Jordan's Bicycle Warehouse") and in consideration for rental or use of the Equipment as defined below hereby expressly accepts and agrees to the following:

_____ (Initial) **Risk of Personal Injury.** Rider understands that riding a bicycle is an inherently dangerous activity. Rider further acknowledges that s/he will be riding a bicycle over public and private roads and facilities open to the public and upon which the hazards of traveling are to be expected. Risks include, but are not limited to: DEATH; INJURY TO BODY; DAMAGE TO BIKES, GEAR, AND CLOTHING; AND DAMAGE TO AND/OR INJURY TO OTHERS AND THE PROPERTY OF OTHERS.

_____ (Initial) **Conditions and Representations.** Rider makes the following representations to Andy Jordan's Bicycle Warehouse:

1. Rider agrees that Rider is **fully** responsible for **all** damage or **loss** to the rental bike and any equipment (the "Equipment") and agrees to pay for **all** repairs or replacement cost if the Equipment is lost, stolen, or damaged. Rider accepts the Equipment for use "as is", and accepts **full** financial responsibility for the care of the Equipment while it is in Rider's possession.
2. All instructions for the use of the Equipment have been provided to Rider and Rider fully understands how to use the Equipment. It is Rider's responsibility to ask any questions regarding the Equipment or safe operation of the Equipment before using the Equipment.
3. Rider understands that wearing a helmet may decrease the risk of head injury. Rider has a helmet or Andy Jordan's Bicycle Warehouse has provided one to Rider and Rider agrees to wear a helmet at all times while biking and accepts any and all consequences of not wearing a helmet.
4. Rider agrees that the Equipment is working properly.
5. Rider is physically and mentally able to ride a bike and is familiar with bike riding, its physical and mental requirements, and risks involved.
6. Rider will abide by all laws and rules governing operation of the bike on roads or trails where the bike is ridden.
7. Rider has not made any misrepresentations to Andy Jordan's Bicycle Warehouse.

_____ (Initial) **Release of all Liability (Including Negligence).** RIDER AGREES TO FULLY RELEASE AND DISCHARGE ANDY JORDAN'S BICYCLE WAREHOUSE FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages to Rider or other person or property, as a result of Rider's use of the Equipment and/or bike riding, and Rider further understands and agrees to release Andy Jordan's Bicycle Warehouse for any negligence in causing in whole or in part any such injury to the greatest extent permitted by law.

_____ (Initial) **Express Assumption of Risks.** RIDER EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF ANY USE OF THE EQUIPMENT AND/OR BIKE RIDING.

_____ (Initial) **Promise Not To Sue and Hold Harmless.** RIDER FURTHER AGREES TO INDEMNIFY ANDY JORDAN'S BICYCLE WAREHOUSE AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, OR CLAIMS, including attorney's fees and costs incurred by Andy Jordan's Bicycle Warehouse, as a result of Rider's use of the Equipment

and/or bike riding. Rider agrees that Rider's obligation to indemnify and hold Andy Jordan's Bicycle Warehouse harmless applies even if Andy Jordan's Bicycle Warehouse is negligent. Rider understands this is a contract, which limits Rider's legal rights, it shall be governed by the law of Georgia, it shall be construed broadly to provide a release and waiver to the maximum extent possible under Georgia law, and it is binding upon Rider and Rider's heirs, agents and legal representatives. If portions of this Waiver are invalid, it is agreed the remaining portions will remain intact and enforceable.

By signing this Waiver and Release of Liability, Rider acknowledges s/he has fully read and understands the above and foregoing.

Signature of Rider: _____ Date: _____

Minors: Prospective Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Waiver and Release of Liability. The undersigned parent, natural guardian, or legal guardian does hereby represent that s/he is, in fact, acting in such capacity. The parent/guardian and Rider have read, understand and agree to comply with this Waiver and Release of Liability. By signing this document, the parent/guardian agrees to each of the provisions above on behalf of the minor Rider and on behalf of the parent/guardian.

Signature of Parent/Guardian _____

Printed Name of Parent/Guardian _____

Relation to Rider: _____ Date: _____