

Boone Bike Bicycle Waiver/Rental Agreement Form

Warning, Release of Liability, Assumption of Risk and Indemnity Agreement:

PLEASE READ THIS CONTRACT BEFORE SIGNING IT.

- 1.** I agree and understand that cycling, both on and off road, is a hazardous activity that presents risks of injury or death. I freely and voluntarily assume all risks associated with those activities.
- 2.** I understand that although certain routes may have been suggested or recommended to me by Boone Bike & Touring, that dangers may exist along or near such routes of which I have not been warned, and I agree that Boone Bike & Touring is not in any way responsible for any warning or protecting me from any hazards that I may encounter on these routes or elsewhere.
- 3.** To the fullest extent allowed by law, I agree to RELEASE, indemnity and hold harmless Boone Bike & Touring and all related or affiliated entities, as well as all manufacturers and distributors of any bicycle, helmet and related equipment that is provided by Boone Bike & Touring, and all of their owners, agents, employees, landlords, tenants, advertisers and sponsors from any and all liability for damage, injury or death to myself or to any other person or property which may result from the use of this equipment, and I waive any right to present any legal claim or suit against these persons, irrespective of how such damage, injury or death may have occurred, through negligence or otherwise, or under what legal theory any such claim might be brought.
- 4.** This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide as comprehensive a release of liability as is legally allowable, but it is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this contract is found to be invalid or unenforceable, the remainder shall be given full force and effect. This contract shall be binding upon an inure to the benefit of any heirs, assigns, executors, personal representatives and administrators of the parties and their estates, and may be pled as a complete bar and defense against any claim, demand or cause of action asserted by or on behalf of me, my estate or next of kin.

☐ I will wear a helmet and protective/appropriate footwear while riding.

☐ I agree that this bicycle is in good working condition and will return it in the same condition.

☐ I am responsible for returning all “extra” equipment (helmet, lights, rack keys, etc.). The cost of any lost or damaged equipment (parts and labor) will be charged to my credit card.

☐ I am familiar with the proper use of this bicycle, including the brakes, gear shifting, seat post, and wheel removal.

☐ Boone Bike and Touring staff have answered all my questions.

☐ I can transport this bicycle on my vehicle and am aware of the damage/danger that may occur if improperly loaded.

☐ I understand that there are no weather-related refunds.

**I HAVE CAREFULLY READ THE FOREGOING CONTRACT, UNDERSTAND ITS CONTENTS
AND SIGN IT WITH FULL KNOWLEDGE OF ITS SIGNIFICANCE.**