

# PEDAL

## Assumption of Risk and Waiver of Liability

I ACKNOWLEDGE THAT BY AGREEING TO THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND TO RELEASE FROM LIABILITY **TREK, SPECIALIZED, KONA, PEDAL, AND EACH OF THEIR RESPECTIVE AGENTS, EMPLOYEES, AND AFFILIATES (COLLECTIVELY "RELEASEES")**, AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES.

In consideration of the use of a demo bike provided to me by one or more of Releasees, I hereby freely agree to and make the following contractual representations and agreements.

1. I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF PARTICIPATING IN A BICYCLE EVENT, whether as a rider or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors")
2. I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and their respective agents FROM ANY AND ALL RIGHTS AND CLAIMS which I have or which may hereafter accrue to me, or my Successors, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my use of any PEDAL DEMO BICYCLE. I agree it is my sole responsibility to continually ride so as to neither endanger myself or others.
3. I ACCEPT RESPONSIBILITY FOR THE CONDITION AND ADEQUACY OF THE DEMO BIKE AND MY CONDUCT AND AGREE TO IMMEDIATELY CEASE RIDING THE DEMO BIKE IF ANY PROBLEM SHOULD ARISE WITH ITS OPERATION.
4. I AGREE TO BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL RETAIL VALUE, OF ANY EQUIPMENT I RECEIVE, BUT DO NOT RETURN UPON REQUEST, EVEN IF IT LOST OR STOLEN. IN ADDITION, I AGREE TO BE RESPONSIBLE FOR THE REPLACEMENT, AT FULL RETAIL VALUE, OF ANY EQUIPMENT DAMAGED WHILE THE DEMO BIKE IS IN MY POSSESSION. I UNDERSTAND THAT PEDAL BICYCLES IS THE SOLE JUDGE OF WHAT CONSTITUTES "DAMAGE" IN THIS REGARD.
5. I AGREE TO WEAR A HELMET WHICH SATISFIES THE REQUIREMENTS OF THE UNITED STATES CONSUMER PRODUCT SAFETY COMMISSION AND THAT CAN PROTECT AGAINST INJURY, AND ASSUME ALL RESPONSIBILITY FOR THE SELECTION OF SUCH A HELMET.
6. I HAVE NO PHYSICAL OR MEDICAL CONDITION WHICH COULD ENDANGER MYSELF OR OTHERS.

Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

The cost to me to demo a bicycle is \$65/day. This entitles me to NO MORE THAN 2 DAYS possession of the bicycle. I will deliver the demo bicycle back to PEDAL BICYCLES on or before the first business day after the demo period is complete. I give permission to the Releasees to charge my credit card \$50 per day for each day I keep the demo bicycle in my possession after this demo period is complete. A \$35 clean-up charge may be applied if the bike is returned in an excessively dirty condition.

I have carefully read this agreement and fully understand its contents. I am aware that this is a release of liability and a contract between Pedal Bicycles and myself and am signing under my own free will.

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Drivers License Number/State

\_\_\_\_\_  
Phone Number

\_\_\_\_\_  
Email

# PEDAL

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Rider Weight

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Fork Air Pressure

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Shock Air Pressure

Bike:	Delivery Date:	Return Date:
	Delivery Condition (1-5)	Return Condition (1-5)
Frame - Paint condition, dents, etc.		
Wheels - True, scratches, etc.		
Tires - Cuts		
Grips		
Saddle		
Chain - kinks		
Derailleurs - Front and Rear		
Brakes - Levers, Calipers, Rotors		