

# Bicycle Rental Waiver – Cranked Bike Studio



All riders must sign this Release of Liability Form. Riders under 18 years of age must have forms signed by a parent or legal guardian. Cranked Bike Studio, LLC advises and recommends all riders to wear a helmet. I acknowledge that I have been advised to wear a helmet. Up to 50% of the rental fee can be used as credit toward the future purchase of a bicycle (subject to change).

## Refund/Cancellation Policy:

Up to half of the rental fee will be charged against your credit card if you fail to show up (no refunds).

Cancellations within 5 days of reservation date will be charged in full and a new date can/will be set.

Reservations made within 24 hours of pickup time are considered confirmed, require payment in full, and are non-refundable. Late returns will be charged the next increment of rental fee.

If I do not return the rented equipment clean and in the same condition as when rented, or it is lost or stolen, I will be charged full retail value for all repairs and parts, including cleaning. Charges will be applied to credit card deposit. I understand that I am responsible for any damage to rental equipment, including damage resulting from transport.

I agree to accept AS IS the equipment rented, and I accept full responsibility for the care of this equipment.

The parties agree that the equipment was inspected by both parties and that the equipment was in good serviceable condition. I agree to reimburse Cranked Bike Studio, LLC for any damage cause to the equipment.

I have checked the bike I am renting and acknowledge that it is in excellent working order.

## Release of Liability

I understand that bicycling is a hazardous activity. I understand that this sport involves a risk of injury or death resulting from risks, including, but not limited to rough, uneven condition of roads and trails which may have rocks, trees, ledges, soft sand, mud, ruts, stumps, brush, ruts, trees, risk of collisions with other bikers, pedestrians and vehicles or other man-made objects, and the risk of mechanical failure of bike components, exposure to weather including sun, heat, cold, rain, and snow. Falls are a common occurrence of the sport. I am voluntarily participating in this activity with the knowledge of the danger involved. I hereby agree to expressly assume and accept any and all risk of injury or death from the use or misuse of this equipment. (I further agree to wear a specially approved helmet at all times while cycling.)

I understand that Cranked Bike Studio, LLC is NOT the manufacturer or the AGENT of the manufacturer of this equipment and that no warranty against defects is given. Cranked Bike Studio, LLC shall not be liable for any damage resulting from any defects.

In consideration of being permitted to rent the listed equipment, and/or in consideration of being permitted to participate in the activity, I, for myself, my spouse, legal representatives, heirs, and assigns, hereby release, waive and discharge Cranked Bike Studio, LLC, their partners, officers, members and employees referred to as Releasees, from all liability to me, my spouse, legal representatives, heirs and assigns, for any and all loss or damage, and any claim or damages, on account of injury to my person or property, even injury resulting in my death, to the fullest extent permitted by law, whether caused by the negligence of Releasees, or otherwise, arising from or related to the use of the equipment or participation in the activity.

I am competent, capable, and in sufficient good health to use the rental equipment and/or to participate in the activity safely. I agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by me or my use of the above-described equipment including attorneys fees and costs. I have carefully read this agreement and fully understand its contents. This is a contract and release of liability, and I sign of my own free will. Signing the front of this form constitutes acceptance of all terms and conditions above.

Staff: \_\_\_\_\_ Rental Bike: \_\_\_\_\_ Signature: \_\_\_\_\_

Phone: \_\_\_\_\_ Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Print Name: \_\_\_\_\_

**STORE COPY**

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I have checked the bike I am renting and acknowledge that it is in excellent working order.

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I am competent, capable, and in sufficient good health to use the rental equipment and/or to participate in the activity safely. I agree to indemnify Releasees for any incurred loss, liability, damage or cost caused by me or my use of the above-described equipment including attorneys fees and costs. I have carefully read this agreement and fully understand its contents. This is a contract and release of liability, and I sign of my own free will. Signing the front of this form constitutes acceptance of all terms and conditions above.

Staff: \_\_\_\_\_ Rental Bike: \_\_\_\_\_ Signature: \_\_\_\_\_

Bike Due: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Date Signed: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ Print Name: \_\_\_\_\_

**CUSTOMER COPY**

**STORE HOURS: Tue 10a-5:30p,  
Wed-Fri 11a-7p, Sat 11a-4p**