



Mid-Atlantic Action Sports, LLC
 dba The Bike Center LTD

15930 Luanne Drive
 Gaithersburg, MD 20877
 301-366-0927

**BICYCLE RENTAL
 AGREEMENT
 AND RELEASE**

Bicycle User		Bicycle User Phone	
Parent/Guardian Name (If bicycle user is under 18)		Driver's License	
Bicycle User Birthdate		Bicycle User Email	
Emergency Contact		Emergency Contact Phone	
Bicycle User Address			

Mid-Atlantic Action Sports, LLC ("MAAS") agrees to rent the following bicycle (the "bicycle") to Bicycle User, upon the condition that Bicycle User agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with the signature below. The bicycle shall be rented for the time period and rate specified as follows:

BICYCLE ID #		BICYCLE COLOR	
RENTAL PERIOD		RETURN BY	
TIME OUT		TIME BACK	
TOTAL RENTAL AMOUNT		SECURITY DEPOSIT	
LOCK #'s: HELMET(S):		ADDITIONAL ACCESSORIES	

MAAS Rep
 Initials Upon
 Check-In

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE MID-ATLANTIC ACTION SPORTS, LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY MID-ATLANTIC ACTION SPORTS, LLC AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

In consideration of Mid-Atlantic Action Sports, LLC ("MAAS") renting me this bicycle, I specifically **release and forever discharge** MAAS and its officers, agents, employees, servants, successors, heirs, executors, administrators and personal representatives, **of and from all, and all manner of actions**, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Bicycle User ever had, now has, or which Bicycle User's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between Bicycle User and MAAS. I fully recognize that if injury, illness, death or damage occurs to me while I'm engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against MAAS or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

Terms and Conditions

Rental Fee: I agree to the rental cost and any fees related to late return or overage costs above the minimum rental period outlined in the rental agreement.

Late Return: An additional full day(s) rental fee will be charged for each half or full day, depending on actual time of return, the customer keeps equipment after the return by date specified. All equipment must be returned directly to MAAS at 15930 Luanne Drive, Gaithersburg, MD 20877.

Condition of Bicycle upon Return: The Bicycle User shall return the bicycle to the designated return area in clean, and in the same, condition as it was when given to Bicycle User, excepting ordinary wear and tear. Ordinary wear and tear does not include broken spokes, bent rims, damaged frames, handlebars, seats, or other parts from misuse and/or crashes. Bicycle User shall be financially responsible for any damage caused to the bicycle during the rental period. MAAS shall retain any portion (or all) of Bicycle User's security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Bicycle User shall be billed by MAAS for the full amount of damages caused by Bicycle User during the rental period, including reasonable attorney's fees.

Helmet: I will require that all riders under 18 years old wear a helmet as required under Montgomery County law. I understand other jurisdictions require riders of all ages to wear a helmet. If I chose to not wear a helmet, it is at my own risk, and I accept full responsibility for any injury, impoundment or fines that may result from not wearing a helmet.

Theft and Loss: I understand I am responsible for the security of the bicycle while in my possession. If bike is stolen, I agree to repay MAAS the retail cost of the bicycle and equipment included.

Acceptable Use: Bicycle User agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Bicycle User shall at all times observe and adhere to all traffic laws, signs rules and regulations and any rules and guidelines posted by MAAS.

Prohibited Activities: Bicycle User shall not violate any of the following rules and regulations during his/her operation of the bicycle:

- There are **no passengers** permitted on the bicycle
- There is **no smoking** while on the bicycle.
- There are **no alcoholic beverages** permitted while using the bicycle.

Unsafe Use: If at any time MAAS determines that Bicycle User has engaged in an unsafe or hazardous use of the bicycle, MAAS may immediately terminate the rental. Upon notification of termination, Bicycle User must return the bicycle to MAAS at 15930 Luanne Drive, Gaithersburg, MD 20877 immediately. If the rental is terminated for unsafe or hazardous use, Bicycle User will not be refunded his/her security deposit. MAAS shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

Assumption of Risk: Bicycle User acknowledges that renting this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical and mental health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result.

Bicycle User has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

BICYCLE USER
Signature:
Printed Name:
Date:

AGENT, PARENT/GUARDIAN
Signature:
Printed Name:
Date: