



RENTAL AGREEMENT

The undersigned (referred to as "Customer" or "I", "me", "my", or "myself") hereby enters into this Rental Agreement (the "Agreement") and agrees to rent certain bicycle equipment (the "Equipment") from Hutch's Schwinn Bicycle – Bend, Inc. (referred as "Hutch's Bicycles") on the following terms and conditions:

EQUIPMENT AND RENTAL RATES:

www.hutchsbicycles.com

CHECKOUT AND RETURN:

All checkouts and returns of rented equipment shall occur between the hours of 9:30 am and 5:30 pm Monday through Saturday, 9:30 am to 4:30 pm on Sunday and in Redmond 11:30am to 4:30pm on Sunday. A copy of the Customer's driver's license and/or other government-issued identification shall be required at the time of checkout. You acknowledge that your reservation date and time are accurate.

Pick up Date:_____ and Time:_____. Return Date:_____ and Time:_____. Initial:_____.

PAYMENTS:

All payments shall be made up-front, by credit card. Your Equipment rental fee is the fee charged for the period between the pick-up date and time and the return date and time. . Therefore, you must return your Equipment by the designated return date and time or you will be assessed a late return fee. When reserving your bike online the calendar will default to a return-time at the close of business on the same day you pick up your bike. If you would like to keep your bike beyond that please be sure to adjust your return time to fit your needs. You are responsible to ensure that your reservation times are correct and that you return your bike on-time. It is best to schedule your reservation in 24-hour blocks as a 25-hour rental will be charged for 48 hours. Please be considerate of those who have rentals after you and return your bike on time.

LATE RETURN FEE:

Late returns will be subject to a fee of \$25/hour beyond the scheduled drop-off time.

RESPONSIBILITY FOR DAMAGE OR LOSS:

Customer hereby authorizes Hutch's Bicycles to directly charge Customer's credit card, without further authorization of the Customer, for all damage, repair or replacement to the Equipment which the Customer is responsible for under this Agreement. Customer agrees that Customer will return the Equipment in the same condition as when received, ordinary wear and tear accepted, and free of flat tires, broken spokes, broken or bent wheel rims, damaged frames, handlebars, seats, or other parts. The Customer also agree that if the Equipment is used for a race and is damaged beyond regular wear and tear that they are 100% responsible for all damages up to the replacement value of the Equipment. The Customer agrees to be responsible for the repair and/or replacement of all lost, stolen, or damaged Equipment and broken parts whether caused by the Customer or others. Damaged parts or components will be repaired and/or replaced at the shop's discretion, and Customer agrees to pay regular shop rates and retail prices for components replaced. Customer will be responsible for the retail cost of all lost or stolen Equipment.

ACCEPTANCE OF EQUIPMENT

It is the responsibility of the Customer to check the Equipment at the shop BEFORE setting out on any ride, and to advise the staff of any perceived problems with the condition of the Equipment prior to departing. Customer has inspected the Equipment and accepts the Equipment in its current condition, AS



IS, and, except for any exceptions to the good condition of the Equipment noted on this Agreement, acknowledges that the Equipment is in good condition and is not in need of repair. THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT.

HELMETS AND BICYCLE SAFETY:

Customer will wear a good quality helmet at all times while using the Equipment. Helmets are offered and recommended as part of renting the Equipment. Customers who decline to rent and wear helmets have done so knowingly and assume all risks associated with doing so.

THE CUSTOMER FURTHER AGREES TO THE FOLLOWING:

- I AGREE TO NOT RIDE OR USE RENTAL EQUIPMENT IN ANY RIVER, STREAM, LAKE, OR OTHER BODY OF WATER.
- I AGREE NOT TO RIDE ON TRAILS, PATHS, OR ROADS THAT ARE CLOSED OR TO TRESPASS ON POSTED LAND.
- I AGREE TO OBEY ALL TRAFFIC LAWS AND REGULATIONS WHILE RIDING.
- I WILL NOT USE A CELL PHONE OR CAMERA WHILE RIDING.
- I UNDERSTAND THE RENTED BICYCLE MAY NOT HAVE VISIBILITY ENHANCEMENT EQUIPMENT, SUCH AS REFLECTORS, BLINKING LIGHTS, OR OTHER LIGHTS AND I WILL NOT OPERATE THE BICYCLE OTHER THAN DURING DAYLIGHT.
- I AGREE TO NOT CHANGE OR SUBSTITUTE ANY PARTS ON THE BICYCLE OR OTHER EQUIPMENT.

SECURING THE EQUIPMENT:

It is the Customer's responsibility to prevent the theft of the Equipment. Customer will properly secure or lock all Equipment in legal locations when not in use.

UNAUTHORIZED DRIVERS, PASSENGERS, AND TOWING PROHIBITED:

Customer understands and agrees that Equipment will only be used by the Customer and the bicycle may not be used by other and may not be sub-leased or re-let. Customer is prohibited from carrying any passengers on the bicycle at any time. Customer may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars or crossbar at any time. Customer is prohibited from pulling or towing any passenger or object with the bicycle at any time.

RETRIEVAL OF EQUIPMENT:

Customer agrees that Hutch's Bicycles has the right to re-take possession of the Equipment if the Customer is in violation of this Agreement, and in such event Hutch's Bicycles may enter upon the premises of the Customer to retrieve the Equipment if done so peaceably.

ASSUMPTION OF RISK:

I understand and accept that renting the Equipment and participating in biking exposes me to many known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. The risks include among other things, without limitation: falling; collision with highway or roadway vehicles; striking obstructions or other person; unsafe speed of travel for conditions; equipment failure; adverse weather conditions, moisture, terrain, and the like, including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration); changing weather conditions; variation or steepness in terrain; mechanical and structural failure of the equipment; difficulty or inability to control one's speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collision with exposed rock, snow, ice, earth, trees, or other natural or man-made objects; collision with pedestrians, vehicles or other cyclists; changes or variations in the cycling surface; failure to cycle safely or within one's own ability; and the negligence or willful misconduct of other cyclists.



I understand that such risks cannot be eliminated by Hutch's Bicycles, or its officers, agents, employees, and affiliates (collectively referred to as the "Hutch's Parties" or individually a "Hutch's Party"), without jeopardizing the essential qualities of this activity. I also understand I should be in good physical health to participate in bicycling. My participation in this activity is purely voluntary, and I elect to participate in spite of the 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 the Equipment and participating in bicycling.

I further certify that I have adequate medical or health insurance to cover any medical assistance I may require, and that any other persons for whom I am responsible also have adequate medical or health insurance to cover any medical assistance they may require. I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

WAIVER, RELEASE AND INDEMNIFICATION:

In consideration of Hutch's Bicycles renting me the Equipment, I specifically release and forever discharge all Hutch's Parties from any and all liability, claims, demands, and causes of action of any nature whatsoever for injury, illness, death, or loss of or damage to property which I or any member of my family may suffer while renting the Equipment and participating in bicycling, and I hereby waive any rights to sue or assert such claims or causes of action against all Hutch's Parties. This discharge and release specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of a Hutch's Party.

I further agree to protect, defend, indemnify, and hold harmless all Hutch's Parties, and to pay any claim, including attorneys' fees, brought by a third party arising out of my use of the Equipment and for any liability associated with any personal accident and/or injury as a result of my use of the Equipment.

I acknowledge that I have had the opportunity to review the waiver, release and indemnification in this Section with an attorney of my choosing if I so desire. I further acknowledge that I may request changes to the language of the waiver, release and indemnification by contacting John Sorlie, the attorney for Hutch's Bicycles and request changes. Mr. Sorlie may be contacted by email at sorlie@bjlawyers.com and by telephone at (541)382-4331.

This release will be construed broadly to provide release, waiver, and indemnification to the maximum extent permissible under applicable law. If any provision is found to be void, invalid, or otherwise unenforceable as drafted, such provision be amended and construed in a manner designed to effectuate the purposes of the provision to the fullest extent permitted by law. If such provision cannot be so amended and construed, it shall be severed, and the remaining provisions shall remain unimpaired and in full force and effect to the fullest extent permitted by law.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS. I ACKNOWLEDGE THAT I HAVE OTHER ALTERNATIVES TO RENTING EQUIPMENT FROM HUTCH'S BICYCLES AND SUCH OTHER ALTERNATIVES MAY NOT REQUIRE THAT I WAIVE OR RELEASE CLAIMS AGAINST THE RENTER. I AM AWARE THAT THIS AGREEMENT CONTAINS A RELEASE OF LIABILITY AND IS A CONTRACT, THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS—BOTH INDIVIDUALLY AND ON BEHALF OF MY HEIRS, NEXT OF KIN AND EXECUTORS— BY SIGNING IT, AND I SIGN IT VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTY BEING MADE TO ME. I INTEND THIS AGREEMENT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

OTHER TERMS AND CONDITIONS:

This Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Oregon. Any litigation involving this Agreement shall be brought solely in the state court of the State of



Oregon, which shall have exclusive jurisdiction, and the venue for such litigation shall be solely in Deschutes County, Oregon. This Agreement shall be effective and binding upon the heirs, next of kin, executors, administrators, legal representatives, and assigns, of the Customer. Should Hutch's Bicycles or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, Customer agrees to indemnify and hold them harmless for all such fees and costs, whether at trial or on appeal.

ELECTRONIC SIGNATURES:

Customer agrees that an electronic signature, whether digital or encrypted, of the Customer is intended to authenticate this Agreement and to have the same force and effect as a manual signature pursuant to the Oregon Uniform Electronic Transactions Act (ORS Sect. 84.001 et seq.) as amended from time to time.

Customer

Signed:

Printed Name:

Address:

Date: _____

If Under 18, Signature of Parent or Guardian is required:

I am the parent or legal guardian of the minor named above. I have the legal right to consent to and, by signing below, I hereby do consent to the terms and conditions of this Agreement.

Parent or Guardian:

Signed:

Printed Name:

Address:

Date: _____