



NAME _____

PHONE _____

EMAIL _____

- TRAIL BIKE NO. _____ 2 Hrs 4 Hrs 1 Day 2 Day LOCK
- COMFORT BIKE NO. _____ 2 Hrs 4 Hrs 1 Day 2 Day *Notes:*
- KIDS BIKE NO. _____ 2 Hrs 4 Hrs 1 Day 2 Day
- KIDS TRAILER NO. _____ 2 Hrs 4 Hrs 1 Day 2 Day
- ROAD BIKE NO. _____ 4 Hrs 1 Day 2 Day

- SINGLE KAYAK NO. _____ S-TOWN BOAT RAMP
- TANDEM KAYAK NO. _____ SNYDERS – S-TOWN
- CANOE NO. _____ TAYLORS – S-TOWN 4 Hrs
- RIVER TUBE DAM 4 – S-TOWN 1 Day
- OTHER TRIP DAM 4 – DARGANS 2 Day

Approved Credit Card

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT

*****READ BEFORE SIGNING*****

In consideration of being allowed to participate in any way in bicycling, kayak, canoeing, and tubing (including but not limited to transport to and from the river or other destination), I the undersigned, acknowledge, appreciate, and agree that:

1. I and/or my ward are required to wear a bicycle helmet at all times while riding a rented bicycle and wear a PFD at all times while using a rented kayak, canoe, or river tube on the water.
2. I am responsible for the equipment I have rented from the time it is released to me by a Shepherdstown Pedal & Paddle representative to the time I check it back in with a Shepherdstown Pedal & Paddle representative. If the equipment is damaged my credit card will be charged for the cost of repairs, with labor being performed at the normal labor rate. If the equipment is lost, stolen, destroyed, or damaged beyond repair in the judgment of Shepherdstown Pedal & Paddle, my credit card will be charged for the full retail value of the equipment.
3. The risk of injury from the activities involved in these activities is significant, including the potential for permanent paralysis and death. **I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS**, both known and unknown, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES** or others, and assume full responsibility for my participation.
5. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of a Shepherdstown Pedal & Paddle representative immediately.

6. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, **HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS** Shepherdstown Pedal & Paddle, LLC, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to rent this equipment (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any **INJURY, DISABILITY, OR DEATH** I may suffer, or loss or damage to person or property, **WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASORS OR OTHERWISE**, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER 18 AT TIME OF REGISTRATION)This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree with his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these rental programs as provided above, **EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES**, to the fullest extent permitted by law.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER.

PARTICIPANT NAME _____

SIGNATURE _____

(guardian to sign if participant is under 18)

OUT

DATE OUT

TIME OUT

SP&P Signature

IN

All items and accessories returned in satisfactory condition.

Customer Signature

SP&P Signature