



BIKE RENTAL AGREEMENT: *Please read carefully before signing!*

UNLIMITED BIKING _____ LLC is a limited liability company that rents bicycles and related equipment to participants for use in Washington, D.C. ("Bicycle Rental Services").

BICYCLE EQUIPMENT

I am solely responsible for all the bikes and equipment in my party. I hereby agree not to make a claim against or sue UB for injuries or damages relating to bicycling or the use of the equipment. I hereby agree to pay UB the value of the bicycle or repair of the equipment, which will be performed at normal labor rates, at the sole discretion of UB. I understand the equipment, at all times, remains the exclusive property of the bicycle shop. I am responsible for damage to or loss of the equipment. I hereby agree if the equipment is lost, stolen, destroyed or damaged beyond repair in the judgment of the bicycle shop, I will pay the bicycle shop the value of the bicycle. I accept that equipment repairs, needed as a result of its use, will be performed at the normal labor rates and I shall pay the cost of such repairs, including costs for all parts. I acknowledge that the equipment has the respective value: Hybrid Bike - \$600.00, Aluminum Road Bike \$1000, Tandem \$1600, helmet - \$40.00 and basket - \$30.00. I hereby agree to pay the respective amounts for the following damages: flat tire - \$20.00, wheel damage - \$100.00, broken chain - \$40.00, and broken frame - the cost of the bike in full.

ACKNOWLEDGEMENT

I UNDERSTAND THAT PROTECTIVE GEAR SUCH AS HELMETS AND GLOVES ARE STRONGLY RECOMMENDED FOR ALL RIDERS BUT THEY DO NOT ELIMINATE THE RISK AND MAY NOT REDUCE THE RISK OF INJURY IN THE EVENT OF AN ACCIDENT. I FURTHER UNDERSTAND THAT *CHILDREN UNDER AGE ONE ARE NOT PERMITTED TO RIDE ON A BICYCLE; CHILDREN ONE OR MORE YEARS OF AGE BUT LESS THAN FIVE YEARS OF AGE MUST WEAR AN APPROVED HELMET AND BE CARRIED IN A PROPERLY AFFIXED CHILD CARRIER; AND ALL CHILDREN BETWEEN THE AGES 3 AND 16 MUST WEAR A HELMET.*

I acknowledge that UB has the authority to end participation if I present a danger to myself or others. I acknowledge that UB provides no warranties, express or implied, and the bicycle and equipment are accepted in "as is" condition.

I understand and acknowledge that participation in the Bicycle Rental Services involves some inherent risks of personal injury or property damage. I hereby acknowledge that my participation is voluntary and I assume all risks of loss, damage or injury that may be sustained. I attest that I am physically fit and possess the sufficient level of skill and physical fitness for participation in the Bicycle Rental Services. I further attest that I have no health problems that would increase risk of injury. I agree that I shall cease use of the bicycle equipment immediately if I feel any unusual discomfort or am injured while engaging in the Bicycle Rental Services. I authorize UB to secure emergency medical care or transportation when deemed necessary and I agree to assume all costs of such emergency medical care and transportation. I agree to inform UB of any injury (even minor injuries) prior to the return of the bicycle and equipment. I agree to accept and abide by the rules, regulations and laws relating to bicycle riding in Washington, D.C., including, but not limited to the Washington DC Traffic Rules & Regs.

RELEASE and INDEMNIFICATION

I, for myself, my heirs, executors, administrators and assigns, waive and release any and all claims for damages, death, personal injury, loss of property or property damage I may have, or that may subsequently accrue to me, or to my heirs, executors, administrators or assigns, as a result of my participation in the Bicycle Rental Services. I discharge and release in advance, UB, its parents, affiliates, owners, directors, officers, employees, volunteers, independent contractors, equipment providers, and agents (collectively, the "Released Parties") without limitation, from any and all liability arising out of or connected in any way with my participation in Bicycle Rental Services, even though that liability may arise out of

negligence or carelessness on the part of the Released Parties. I agree to hold harmless, defend, and indemnify UB and the Released Parties from any and all claims arising from my participation in the Bicycle Rental Services (including claims arising from the inherent risks of bicycle riding, particularly in a metropolitan area, and claims of co-participants, rescuers, and other third parties).

I certify that I am the below named adult participant, or parent/legal guardian of the minor participant(s), entering into this agreement for the Bicycle Rental Services. I have read and understand this agreement. I understand that I am giving up substantial rights, including: (1) my right as an adult participant to recover damages for any loss I may suffer from my injury or death resulting from my participation in the Bicycle Rental Services; (2) my right as a parent/legal guardian to recover damages for any loss I may suffer from the injury or death of a minor participant resulting from his or her participation in the Bicycle Rental Services; and (3) the right of the minor participant to recover damages for any loss he/she may suffer from injury or death resulting from his or her participation or my participation in the Bicycle Rental Services.

I acknowledge that I am signing the agreement freely and voluntarily, and intend my signature to be a complete and unconditional release of all liability arising from or in connection with the Bicycle Rental Services, including, but not limited to, the inherent risks of riding a bicycle. I hereby accept the terms of this contract. This document constitutes the final and entire agreement between this bicycle shop and the undersigned. I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between this bicycle shop and myself and I signed it of my own free will.

This agreement shall be governed by New York law. If legal action is brought, the appropriate trial court for the County of New York in New York or the United States District Court for the Southern District of New York in New York, New York has sole and exclusive jurisdiction.

MM / DD / YYYY

SIGNATURE _____ TODAY'S DATE ____/____/____

PRINTED FULL NAME _____

DOB of Parent/Legal Guardian or Participant 18+ years of age ____/____/____

Child/children's Name(s):

MM/DD/YYYY

1. Full Name _____ Birthdate ____/____/____

2. Full Name _____ Birthdate ____/____/____