

650.726.6708
520 Kelly Ave.
Half Moon Bay, CA 94019



Bike Rental Agreement and Waiver Form

Name: _____ Email: _____

Local Address: _____ City: _____

State: _____ Zip Code: _____ Picture I.D. _____

WARNING, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ THIS CONTRACT BEFORE SIGNING IT.

1. I agree and understand that cycling, both on and off road, is **Hazardous activity** that presents risks of injury or death. I freely and voluntarily **assume all risks** associated with those activities.
2. I understand that although certain routes may have been suggested or recommended to me by The Bike Works, that dangers may exist along or near such routes of which I have not been warned, and I agree that **The Bike Works is not in any way responsible for any warning or protecting me from any hazards** that I may encounter on these routes or elsewhere.
3. To the fullest extent allowed by law, I agree to **RELEASE, indemnify and hold harmless** The Bike Works and all related or affiliated entities, as well as all manufacturers and distributors of any bicycle, helmet and related equipment that is provided by The Bike Works, and all of their owners, agents, employees, landlords, tenants, advertisers and sponsors from **any and all liability for damage, injury or death** to myself or to any other person or property which may result from the use of this equipment, and I **waive any right to present any legal claim or suit** against these persons, irrespective of how such damage, injury or death may have occurred, through **negligence** or otherwise, or under what legal theory any such claim might be brought.
4. This document is a legally binding contract which supersedes any other agreements or representations by or between the parties and which is intended to provide as comprehensive a release of liability as is legally allowable, but it is not intended to assert any claims or defenses which are prohibited by law. The specific rights of the parties may vary from state to state. If any part of this contract is found to be invalid or unenforceable, the remainder shall be given full force and effect. This contract shall be binding upon an inure to the benefit of any heirs, assigns, executors, personal representatives and administrators of the parties and their estates, and may be pled as a complete bar and defense against any claim, demand or cause of action asserted by or on behalf of me, my estate or next of kin.

I/WE HAVE CAREFULLY READ THE FOREGOING CONTRACT, UNDERSTAND IT'S CONTENTS AND SIGN IT WITH FULL KNOWLEDGE OF IT'S SIGNIFICANCE.

Signature: _____ CC# _____
(or guardian if under 18)

Bike # _____ Date: _____ Time: _____