



**RENTAL AGREEMENT & RELEASE**

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**Rider's Full Name:** \_\_\_\_\_

**Date of Birth:** \_\_\_\_\_ **Age:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Email Address:** \_\_\_\_\_

**I. Agreement to Rent.** By accepting this Agreement, undersigned (hereinafter collectively, "Rider," "I" or "me", which shall also include Rider's parents or guardian, if Rider is under 18 years of age) agrees to rent Product(s) (hereinafter collectively "Product", "Unit" or "Equipment") from American Bicycle Group DBA Quintana Roo and Litespeed (hereinafter "ABG") selected either via website or in person at time of rental. The undersigned and ABG shall be collectively referred to herein as the "Parties". Rider agrees to the terms and subjects to the conditions set forth herein.

**II. Agreement not to Lend.** Rider agrees to not lend Product(s) to others, and that if Rider were to do so, any loss suffered would be Rider's sole responsibility.

**III. Refunds and Cancellations.**

a. If rental is cancelled prior to 8 weeks (56 days) before scheduled rental period for conditions except those listed in paragraph V then all funds charged shall be returned to Rider

b. If rental is cancelled within 8 weeks but prior to 4 weeks (55 – 28 days) before scheduled rental period for conditions except for those listed in paragraph V or if enter fails to pick up Product(s) at the agreed event and time, Rider shall be charged full rental price for the rental period unless ABG is able to find a replacement Rider to rent the unit in which case ABG will provide original Rider a full refund.

c. Any other refunds prior to event or after rental period completion will only be granted in extraordinary circumstances and shall be at ABG's sole determination & discretion.

**IV. Rider's Liability for Misuse of Equipment/Purchase of Optional Insurance.**

Rider is ultimately responsible for the Unit and any Equipment from the time of Rider pick-up until the time it is returned to ABG. If there is damage to the bike, Rider is responsible. If the bike is lost, stolen or damaged, Rider is responsible for the repair or replacement of the unit and all equipment. Rider can for an additional cost and as offered at time of checkout online, purchase insurance against any damage to the bike or its parts while in Rider's possession. This insurance will not cover failure to return the Unit or Equipment due to any circumstances. If Rider fails to return Unit or Equipment, Rider will be responsible for the full cost of replacement.

**V. Event or Venue Changes/Delays.**

If there is a cancellation or major change in the timing or venue that causes either Rider or ABG to not be able to attend or fulfill the requirements of renting the unit or equipment, ABG will provide a full refund to Rider.

**VI. Risk.** Rider understands and acknowledges that there are numerous obvious and non-obvious inherent risks always present in bicycling despite all safety precautions. These risks can arise out of and relate to weather conditions, the surface conditions upon which the bicycle is ridden, other riders, the condition of the bicycle, and whether the Rider is participating in a competitive cycling event. Rider represents and warrants that he has considered the foregoing factors, as well as all other relevant factors, he accepts these risks and is capable of evaluating and managing them. Rider further acknowledges there is no cycling activity, and particularly a competitive cycling activity, which is completely safe, and if Rider should become involved in a collision or other incident resulting in his falling from the bicycle, he will likely be injured, and possibly severely injured. Rider further acknowledges that upon mounting his bicycle he is primarily in control of and responsible for the bicycle. The Rider's safety will, in part, depend on his ability to operate the bicycle under the conditions which he is riding. The undersigned specifically agrees that he will be responsible for his own safety while riding the bicycle.

**VII. Protective Headgear.** Rider understands and acknowledges that the wearing of safety-certified head gear while mounting, riding, and dismounting the bicycle may prevent or reduce the severity of some of the Rider's injuries and possibly prevent the Rider's death from happening as a result of a fall, collision, and other occurrences. Rider agrees that Rider will not mount, ride, or dismount the bicycle without wearing safety-certified head gear that fits and is safely secured to the Rider's head. Rider further agrees and acknowledges that only Rider can determine whether the head gear provided fits Rider's head.

**VII. Release of Liability – Please Read Carefully Before Signing.** This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Rider, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

As the undersigned Rider, I fully recognize that there are dangers and risks to which I may be exposed by participating in bicycling. As the undersigned Rider, I understand that ABG makes no representations or warranties as to the condition of the bicycles, helmets and any other complementary equipment, and I am well advised to check the condition of the Rental Unit prior to use, and notify ABG of any discovered problems or defects in the Rental Unit. ABG does not require me to participate in this activity, but I want to do so despite the possible dangers and risks and despite this release. With informed consent, and for valuable consideration received, as the undersigned Rider, I assume and take on myself all the risks and responsibilities in any way arising from or associated with the Rental and use of Rental Unit. I release ABG and all of its affiliates and partners, assigns, and contractors from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity,

that I may suffer at any time arising from or in connection with the Rental and Use, including any injury or harm to me, my death, or damage to my property, and any other economic or non-economic damages and I agree to defend, indemnify, and hold ABG harmless from and against any and all liabilities.

I agree to properly use and care for the Rental Unit while it is in my possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or serious injury.

**IX. Miscellaneous.** The Parties warrant and represent that their execution, delivery, and performance of this Agreement does not constitute a breach of or default under, and will not violate or conflict with any provisions of any contract or agreement. The Parties warrant and represent that the execution, delivery, and performance of this Agreement does not require the consent or approval of, or the giving of notice to any person or entity. The Parties represent and warrant that they have investigated fully their alternatives to the execution and performance of this Agreement; have had ample time to review this Agreement; are fully aware of the terms contained in this Agreement; and have knowingly, voluntarily and without coercion or duress of any kind entered into this Agreement. This Agreement shall be construed in accordance with the laws of the State of Tennessee, and the Parties agree that any provision of this Agreement which is found vague shall not be construed against either party based on who drafted the Agreement. The Parties hereby irrevocably agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in any federal or state court located in Hamilton County, Tennessee and each consents to the venue and jurisdiction of such court in any such suit, action or proceedings. **All of the Parties agree to waive their right to a jury trial.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties. No provision of this Agreement can be amended, modified, or waived, except by a statement in writing signed in hand by the party against which enforcement of the amendment, modification, or waiver is sought. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect. Words used herein indicating gender or number shall be read as context may require. This Agreement may be executed in counterparts via facsimile, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this document has been executed by each party to this Agreement.

I have read, understood and agree to the above terms this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Rider