BIKE DEMO AGREEMENT
AND ASSUMPTION OF RISK AND AGREEMENT TO RELEASE,
HOLD HARMLESS, AND INDEMNIFY

In consideration of being permitted to use Evil Bikes, LLC’s (“Evil”) services and/or equipment to enable and permit me to participate in outdoor recreational activities including, demoing Evil’s mountain bike equipment, mountain biking, and any other related recreational activities, I agree as follows:

BIKE DEMO TERMS:
By signing this Bike Demo Agreement and Assumption of Risk and Agreement to Release, Hold Harmless, and Indemnify (“Agreement”), I am paying to use and/or demo Evil’s equipment on the express terms set forth in this Agreement. My execution of this Agreement and my removal of Evil’s equipment from Evil’s custody and care establishes that I accept the terms and conditions of this Agreement including, but not limited to, the following:

1. I am liable for any loss, theft, or damages of any kind to Evil’s equipment while in my custody and care and I will be responsible for all repairs and/or replacements deemed necessary in Evil’s sole discretion.

2. I shall use and operate Evil’s equipment responsibly by: (i) wearing a helmet and other customary safety equipment and (ii) using Evil’s equipment on terrain and trails that I am familiar with and suit my skill level and experience.

3. I shall not, under any circumstances allow any other person[s] to use Evil’s equipment that I have been entrusted with under this Agreement.

4. I shall deposit One Thousand Five Hundred and No/100ths Dollars [$1,500] though an authorization hold placed on a credit card account as security for each piece of Evil’s equipment that I am demoing. Such credit card may be charged by Evil to collect any and all amounts due for loss, theft, or damages of any kind to Evil’s equipment. My deposit will be refunded when I return Evil’s equipment without damage.

ASSUMPTION OF RISK
I fully understand and acknowledge that there are inherent risks, dangers, and hazards that exist with the use of mountain bikes, demoing mountain bikes, and biking equipment and that my participation in mountain bike activities may result in injury or illness including, but not limited to, bodily injury, disease, strains, fractures, partial and/or total disability, death, or other ailments that could cause serious disability. I fully understand that these risks and dangers may be caused by the negligence of others, accidents, breach of contract, forces of nature, or other causes. WITH THIS AGREEMENT AND BY MY USE OF EVIL’S EQUIPMENT AND PARTICIPATION IN MOUNTAIN BIKING ACTIVITIES, I HEREBY ASSUME ALL RISKS AND DANGERS AND ALL RESPONSIBILITY FOR ANY LOSSES AND/OR DAMAGES, WHETHER CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OR OTHER CONDUCT OF THE OWNERS, AGENTS, OFFICERS, OR EMPLOYEES OF EVIL.
RELEASE, WAIVER, HOLD HARMLESS, AND INDEMNITY

I, ON BEHALF OF MYSELF, MY PERSONAL REPRESENTATIVES AND MY HEIRS, IN CONSIDERATION OF BEING PERMITTED DEMO EVIL’S EQUIPMENT TO PARTICIPATE IN MOUNTAIN BIKING ACTIVITIES HEREBY VOLUNTARILY AGREE TO RELEASE, WAIVE, DISCHARGE, HOLD HARMLESS, DEFEND, AND INDEMNIFY EVIL AND ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, ATTORNEY FEES, OR LOSSES FOR BODILY INJURY, PROPERTY DAMAGE, WRONGFUL DEATH, LOSS OF SERVICES, OR FROM OTHER DAMAGE OR INJURY THAT OTHERWISE MAY ARISE OUT OF MY USE OR POSSESSION OF EVIL’S EQUIPMENT TO THE FULLEST EXTENT PERMITTED BY LAW. I UNDERSTAND THAT I AM RELEASING, DISCHARGING AND WAIVING CLAIMS OR ACTIONS THAT I MAY HAVE NOW OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR OTHER CONDUCT BY THE OWNERS, AGENTS, OFFICERS OR EMPLOYEES OF EVIL. I PROMISE NOT TO CAUSE ANY ACTION AT LAW OR IN EQUITY TO BE BROUGHT OR PERMIT SUCH TO BE BROUGHT ON MY BEHALF, ON ACCOUNT OF LOSS OR DAMAGE TO PROPERTY AND/OR BODILY INJURY, INCLUDING DEATH, AGAINST EVIL AND ITS OWNERS, AGENTS, OFFICERS AND EMPLOYEES.

ACKNOWLEDGMENT

I have carefully read this Agreement before signing. This Agreement informed me about my responsibilities in using Evil’s equipment and details my assumption of risk, promise to release, waive, hold harmless and indemnify Evil, and my surrender of certain legal rights.

I HAVE READ THE ABOVE AGREEMENT AND BY SIGNING IT AGREE AND INTEND TO ASSUME ALL RISKS, RELEASE, WAIVE, HOLD HARMLESS, AND INDEMNIFY EVIL, ITS AGENTS AND EMPLOYEES, FROM ALL LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH CAUSED BY NEGLIGENCE OR ANY OTHER CAUSE.

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Signature of Participant   Age   Phone   Date

If Participant is less than eighteen (18) years old the Authorization of a parent or legal guardian is required below.

The undersigned, as the parent or legal guardian of the minor Participant, has read this Agreement and agree to its terms and authorize the above minor Participant to demo Evil’s equipment on the terms set forth in this Agreement. The undersigned has explained the inherent risks of demoing a mountain bike and mountain biking generally to the Participant and has reviewed and explained this Agreement to the Participant.

______________________________
Signature of Parent or Guardian

______________________________
Name Printed