

Phone: (865) 523-0066 Fax: (865) 525-6921

BIKE RENTAL WARNING, ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT

Please read carefully. This is a release of liability and waiver of legal rights.

- 1. The person who is renting biking equipment from River Sports Outfitters, Inc shall be referred to hereinafter as "Renter". Renter also includes any person or persons using the biking equipment, including any passenger on the biking equipment or in a burley, tag along, or other similar device. "Undersigned" means those Renters who are age 18 or older, and/or it means both the Renter and the Renter's parent or legal guardian for any Renter under the age of 18.
- 2. The Undersigned agree to accept for use the equipment listed on this form "as is" and with no warranties, express or implied. The Undersigned agree that they have had the full and fair opportunity to completely inspect the rental equipment. The Undersigned agree that the persons listed on this form will be the only persons using the equipment. If the Undersigned feel the equipment is not in proper working order and/or or is not functioning properly, Renter will stop using it immediately and return it for inspection, possible repair, adjustment and/or replacement.
- 3. The Undersigned accept full responsibility for the care of the equipment during the rental period and will be responsible for the return, replacement and/or repair at full retail value as determined by the shop of any equipment rented under this form and not returned or returned in a damaged condition. In addition, if the rented equipment is not returned at the agreed upon date and time, the Undersigned shall be also held responsible for late fees. The Undersigned agree that River Sports Outfitters, Inc. is authorized and shall have the right to charge the Undersigned's credit card for repair and/or replacement cost and for late fees at the full rental value of any additional time and/or days.
- 4. The Undersigned agree and understand that using the rental equipment for any purpose (hereinafter the "Activity") can be HAZARDOUS AND INVOLVES THE RISK OF PHYSICAL INJURY AND/OR DEATH. The Undersigned acknowledge that the Activity is inherently dangerous and fully realize the dangers of participating in the Activity. The risks and dangers of the activity include, but are not limited to, collisions, including collisions with pedestrians, cyclists, motor vehicles, and fixed objects or moving objects; equipment failure; equipment defects; inadequate safety equipment; weather conditions; road, trail or surface conditions; and the acts, omissions, carelessness, representations, and/or negligence of others.
- 5. In consideration of the Renter being permitted to rent the biking equipment, the Undersigned agree as follows:
- (a) Release. The Undersigned hereby irrevocably and unconditionally release, forever discharge, and covenant not to sue or bring any other legal action against River Sports Outfitters, Inc., its agents, employees, associates, officers, subsidiaries, parents, affiliates, shareholders, and owners (hereinafter collectively referred to as "Released")

Parties"), with respect to any and all claims and causes of action of any nature, whether currently or in the future, known or unknown, foreseen or unforeseen, which the Undersigned, or any of them, have or which could be asserted on behalf of the Undersigned resulting from the rental of the biking equipment and/or participation in the Activity, including but not limited to those claims based on any Released Party's alleged or actual negligence, breach of contract, and/or breach of express or implied warranty. The Undersigned agree and understand that this release includes any and all claims which could be asserted by a passenger on the biking equipment and/or burley, tag along, or other similar device.

- (b) Indemnification. To the fullest extent permitted by law, the Undersigned hereby agree to protect, indemnify, release, defend and hold harmless the Released Parties from and against any and all liability, cost, expense or damage of any kind or nature whatsoever and from any suits, claims or demands, including legal fees and expenses on account of any matter or action or failure to act by the Released Parties whether or not in litigation, arising out of, or related to, Renters' rental of the biking equipment and/or participation in the Activity or in connection therewith. Such obligation on the part of the Undersigned shall survive the period of the Renter's participation in the Activity.
- (c) Assumption of Risk. The Undersigned agree and understand that there are dangers and risks associated with the participation in the Activity and that INJURIES AND/OR DEATH may result from participating in the Activity, including, but not limited to the acts, omissions, carelessness, representations, and negligence of the Released Parties. By signing this document, the Undersigned recognize that property loss, injury and death are all possible while participating in the Activity. RECOGNIZING THE RISKS AND DANGERS, THE UNDERSIGNED UNDERSTAND THE NATURE OF THE ACTIVITY AND VOLUNTARILY CHOOSE FOR RENTER TO PARTICIPATE IN AND EXPRESSLY ASSUME ALL RISKS AND DANGERS OF THE PARTICPATION IN THE ACTIVITIES, WHETHER OR NOT DESCRIBED ABOVE, KNOWN OR UNKNOWN, INHERENT, OR OTHERWISE.
- 6. In the case of a minor Renter, the Undersigned parent or legal guardian acknowledges that he/she is not only signing this Agreement on his/her behalf, but that he/she is also signing on behalf of the minor and that the minor shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent or legal guardian of a minor, the parent or legal guardian understands that he/she is also waiving rights on behalf of the minor that the minor otherwise may have. The Undersigned parent or legal guardian agrees that, but for the foregoing, the minor would not be permitted to rent or use the biking equipment, or be a passenger on the biking equipment, or in a burley, tag along, or other similar device.
- 7. The Undersigned further agree and understand: (a) Renter will not engage in any activities prohibited by any applicable laws, statutes, regulations and ordinances; (b) this Agreement shall be governed by the laws of the State of Tennessee. Any dispute hereunder shall be litigated in the State of Tennessee; (c) this Agreement constitutes the entire agreement between the parties hereto and supersedes any and all prior contracts, arrangements, communications, or representations, whether oral or written, between the parties relating to the subject matter hereof; (d) the Undersigned understand and acknowledge that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the

parties. It is the intent of the Undersigned's that this Agreement shall be binding upon the assignees, distributors, heirs, next of kin, executors and personal representatives of the Undersigned.

8. The UNDERSIGNED recognize that helmets are required and PARTICIPANT agrees to wear a helmet at all times while participating in the ACTIVITY. THE UNDERSIGNED understand and agree that a helmet IS IN NO WAY A GUARANTEE OF SAFETY and that no helmet can protect the wearer against all foreseeable impacts to the head, and that biking can expose the user to forces that exceed the limits of protection provided by this helmet. THE UNDERSIGNED also understand that the helmet does not guard against injury to the neck, spine or any other part of the body, and that these limitations are INHERENT RISKS of any activity in which a helmet may be used.

I HAVE CAREFULLY READ THE FOREGOING ASSUMPTION OF RISK, RELEASE OF LIABILITY & INDEMNIFICATION AGREEMENT AND UNDERSTAND ITS CONTENTS. I AM AWARE THAT I AM RELEASING LEGAL RIGHTS THAT OTHERWISE MAY EXIST.

Name of Renter/User:	
Please enter your date of birth:	
Address of Renter/User:	
Renter's/User's Phone Number:	
Renter's/User's email:	
☐ I want to receive promotional emails options	al
☐ I decline to use a helmet - optional	
Renter's/User's Signature:	
Today's Date:	

Parent / Legal Guardian Name [In the event that the Purchaser/User is under 18 years of age or multiple family members are entered]: - optional

Parent / Legal Guardian Email: - optional		
☐ I / We decline to use a helmet - optional		
am assuming liability for the following additional family members: - optional		
Parent or Guardian of Purchaser/User: - optional		
Today's Date: - optional		