

Bicycle Rental Agreement and Release

Indian Lake Outfitters, LLC
 115 East Lake Street
 Lakeview Ohio 43331
 Phone: 937-842-1934

Renters Name		Renters Phone	
Renters Birthdate		Renters Email	
Renters Address			

Indian Lake Outfitters agrees to rent the following bicycle (the "bicycle") to Renter, upon condition the Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below. The bicycle shall be rented for the time period and hourly rate specified as follows:

Bicycle ID#	Bicycle Color

Time Out		Time Back	
Security Deposit/ Credit Card Information			
Locks #'s: Helmet:		Additional Accessories	

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 Initials
 upon
 Check In

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE INDIAN LAKE OUTFITTERS FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY INDIAN LAKE OUTFITTERS AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THE INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable considerations, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge INDIAN LAKE OUTFITTERS, INDIAN LAKE OUTFITTER'S agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of actions, causes of action, suits, proceedings, debt, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or Renter's heirs, executors, administrators or personal representatives hereafter can, shall or may have for or by reason of any matter, cause or thing whatsoever arising out of this Agreement: out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between Renter and INDIAN LAKE OUTFITTERS.

Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

Signature of Renter whose printed name appears above:

Date: _____

If Renter is under the age of 18, his or her parent or legal guardian must also sign:

I (printed name) _____, am the parent or legal guardian of the **Renter** who has signed above. I have read and understand the provisions of this document, and acting on behalf of the Renter, I consent to the **Renter** taking part in the activities described above, and I fully enter into and agree to the above Release.

Signature of Parent or Legal Guardian (date):

Relationship to Renter:

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless **INDIAN LAKE OUTFITTERS'S** agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of bicycle.

Terms and Conditions

1. **Assumption of Risk.** Renter acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the bicycle.

Renter Initials _____

2. **Acceptable Use.** Renter agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Such use shall be confined to designated bike trails only. Renter must wear an approved safety helmet. Renter shall at all times observe all applicable laws or regulations.
3. **Prohibited Activities.** Renter shall not violate any of the following rules and regulations during his/her operation of the bicycle:
 - **There are no passengers permitted on the bicycle**
 - **There is no smoking while on the bicycle**
 - **There are no alcoholic beverages permitted while using the bicycle**
4. **Unsafe Use.** If at any time **INDIAN LAKE OUTFITTERS** determines that Renter has engaged in an unsafe or hazardous use of the bicycle. **INDIAN LAKE OUTFITTERS** may immediately terminate the rental. Upon notification of termination, Renter must return the bicycle to the designated return area immediately. **INDAIN LAKE OUTFITTERS** shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."
5. **Condition of Bicycle upon Return.** The Renter shall return the bicycle to the designated return area clean and in the same condition as it was in when given to the Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the bicycle during the rental period.
6. **Lost or Stolen Bicycle.** Renter understands and agrees that should the bicycle be lost or stolen while in his/her possession, Renter shall be responsible for a \$350 fee. **INDIAN LAKE OUTFITTERS** will automatically charge Renter's debit/credit card used at the point of sale or deduct from Renter's security deposit an amount of \$350. Renter understands and agrees that **INDIAN LAKE OUTFITTERS** will not notify him/her prior to the transaction. The transaction will take place no sooner than 24 hours after the bike is reported missing. Renter understands and agrees that should the renter helmet be lost or stolen while in his/her possession, **INDIAN LAKE OUTFITTERS** will automatically charge Renter's debit/credit card used at the point of sale or security deposit an amount of \$40.00

Renter initials _____