

PLEASE READ CAREFULLY BEFORE SIGNING

This Bicycle License and Release and Waiver of Liability and Indemnity Agreement ("Agreement") is entered into this _____ day of _____ 201__ , by _____ and the parents or legal guardian thereof if a minor (collectively, "Rider"), and Lake Como Cycling SAGL, a limited liability company ("Lake Como Cycling").

Lake Como Cycling owns the bicycle identified as _____ ("Bike").

Rider has requested a license ("License") to temporarily take possession of and use the Bike for a period commencing _____ , 201 __ at _____ a.m./p.m. and ending _____, at _____ a.m./p.m. ("Term").

In consideration for Lake Como Cycling granting Rider this License, Rider agrees to read and enter into this Agreement and comply with all terms and provisions hereof. Lake Como Cycling would not grant Rider the License without Rider reading and entering into this Agreement.

A. **License.** Lake Como Cycling hereby grants a License to Rider to temporarily take possession of and use the Bike during the Term subject to the provisions and terms of this Agreement. Rider shall return the Bike to Lake Como Cycling upon or before expiration of the Term in the same condition as when Rider took possession thereof.

B. **Dangers and Safety.** Rider acknowledges that operating a bicycle is inherently dangerous and Rider is fully aware of the hazards and dangers involved, including, but not limited to, the condition of the road, other cyclists and motor vehicles, and adjustments made to and features of the Bike, including brakes, clipless pedals, quick release tires, and shifters. Rider shall be in primary control of the Bike at all times, including its speed, and Rider shall comply with all applicable laws, rules, regulations, and codes related to bicycle riding. Rider agrees not to ride the Bike at night, dawn, or dusk, unless Rider requests that lake Como Cycling attach a lighting system to the Bike and Rider wears appropriate clothing. Rider acknowledges that his or her safety largely depends upon Rider's ability to control the Bike as well as other factors such as road condition, weather, other cyclists, and motor vehicles. Rider attests that he or she is familiar with bicycle riding and is physically and mentally capable of using and operating the Bike. Rider acknowledges that Lake Como Cycling has explained the operational features of the Bike and is relying on Rider's representation that he or she is familiar with operating a Bike. Lake Como Cycling has no control over any factors affecting Rider's safety, including, but not limited to, the condition of the Bike. Rider acknowledges that by taking possession of the Bike, Rider has inspected the condition of the Bike and is accepting the same "as is" without representation or warranty of Lake Como cycling relating thereto, including merchantability and fitness for particular



use. Rider shall be responsible for his or her own safety and for the condition of the Bike, including maintenance and repair, while in possession thereof.

Rider further acknowledges that Lake Como Cycling has advised Rider to wear a safety helmet and other protective gear at all times when operating and using the Bike, and that Rider will provide his or her own safety helmet at all times. Rider acknowledges the potential for serious head injury, broken bones, paralysis, and death, during Rider's operation and use of the Bike. Rider is willing and able to accept full responsibility for Rider's own safety and welfare and releases Lake Como Cycling from all liability related thereto to the extent of applicable law. Rider understands that Lake Como Cycling will NOT provide medical insurance for Rider, nor does Lake Como Cycling assume responsibility for the actions of Rider or any third party.

C. **Damage to Bike.** Rider hereby assumes all risks involved in operating the Bike. Rider further acknowledges, agrees, and represents that Rider has and will continuously inspect the Bike and any equipment Rider will utilize, and if at any time he or she feels anything to be unsafe about the Bike, Rider will immediately cease using the Bike and shall advise Lake Como Cycling thereof. With the exception of damage to the Bike solely and directly caused by Lake Como Cycling, Rider shall be responsible for paying all costs and expenses of any damage or repair to the Bike occurring during Rider's possession thereof, regardless of whether Rider personally caused the damage. By taking possession of the Bike, Rider acknowledges and represents that the Bike is not damaged as of Buyer's possession. In the event Lake Como Cycling incurs any costs or expenses repairing the Bike, including employee time, Rider agrees to reimburse Lake Como Cycling upon demand thereof. Such repairs shall be at full retail value or the replacement cost of the Bike in the event the Bike is lost or stolen while in Rider's possession. For purposes of this Agreement, Rider shall be deemed to be in possession of the Bike during the term of this License and any period Lake Como cycling is not actual physical possession of the Bike, including riding the Bike to Lake Como Cycling's representative or Hotel or at the same place of delivery. Lake Como Cycling is authorized to charge Rider's credit card for such damages and repairs. Rider shall notify Lake Como cycling of any accident occurring during Rider's possession of the Bike even if such accident does not appear to Rider to have caused damage to the Bike.

D. **Indemnity.** Rider agrees to indemnify, protect, defend, and hold harmless Lake Como cycling , its agents, employees, officers, directors, members, managers, landlords, insurers, and affiliated organizations (collectively, the "Indemnified and Released Parties") from any and all claims, demands, obligations, liabilities, indebtedness, causes and causes of action, fines, penalties, damages, costs, losses, attorney's fees, and expenses of every type, kind, nature, description, and character asserted in connection with, arising from, or related to, in whole or in part, the License, any act or omission of Rider, including, but not limited to, Rider's use and operation of the Bike, and any other person's use or operation of the Bike while Rider is in possession thereof.



E. **Release.** Rider further agrees that except in the event of willful, wanton, or intentional acts of the Indemnified and Released Parties, Rider hereby releases, waives, discharges, and covenants not to use the Indemnified and Released Parties for any economic and non-economic losses due to bodily injury, death, property damage, or related claims, sustained by Rider in relation to this License, including, but not limited to, Rider's use or operation of the Bike.

Rider acknowledges that this Agreement, including, but not limited to, the release and indemnity, is intended to be as broad and inclusive as is permitted by (Swiss) law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect. This Agreement shall be legally binding upon Rider, Rider's heirs, estate, personal representatives, assigns, guests, invitees, and licensees, including all minor children, and shall be interpreted according to the law. The venue of any dispute under this Agreement shall be Swiss territory. If any clause, phrase, or word in this Agreement is in conflict with the law, then that single part is null and void, but the remaining Agreement shall continue in full force and effect.

SIGNER STATEMENT OF AWARENESS

I, THE UNDERSIGNED, HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND THE FOREGOING ACKNOWLEDGMENTS, AGREEMENTS, INDEMNITY, RELEASE, WARNINGS, AND ASSUMPTION OF RISK, AND FULLY UNDERSTAND ITS TERMS. I ALSO UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME IN CONSIDERATION FOR BEING GRANTED THE LICENSE, AND INTEND MY SIGNATURE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER ATTEST THAT ALL FACTS RELATING TO MY PHYSICAL CONDITION, EXPERIENCE, AND AGE ARE TRUE AND ACCURATE.

LAKE COMO CYCLING SAGL

SIGNATURE OF RIDER

DATE

RIDER'S NAME (PRINT)

By: _____
(Its: Authorized Agent)

ADDRESS

PHONE

