

YOUR NAME

1 _____

PRINT NAME

YOUR HOTEL, B&B OR HOSTEL:

YOUR CELL PHONE #:

Kryptonite Locks: _____

Regular Locks: _____

Number of Helmets: _____

Repair Kits: _____

Bungee Cords: _____

Gloves/Headbands/Other: _____

Clerk: _____

BIKE BRAND / COLOR / SIZE:

1 _____

2 _____

3 _____

4 _____

5 _____

6 _____

7 _____

DATE: _____

TIME OUT: _____

_____	x	_____	x	_____	=	_____
Rate		Hours	Days	Bikes		Amount

Cash Check Credit Card

ESTIMATED TIME OF RETURN : _____

27501

Bike Rental Agreement / Liability Waiver / Contract

Downtown Bicycle Rental, Inc. (hereafter "Downtown") and the undersigned individual(s) (hereafter "Renter"), for good and valuable consideration, are entering into this Agreement/Contract according to the following terms, conditions, and understandings:

1. Assumption of Risk: Riding a bicycle is an **inherently dangerous** activity. By signing this document, Renter assumes the same risk and responsibility that they have when they ride their own bike. Renter understands that they may be hurt, may hurt someone else, or even be killed by an unforeseen event. Accordingly, Renter accepts full responsibility and liability for any injury arising out of any accident or incident through use of the rental bike. Renter hereby waives his or her right to make any claim (including a claim alleging negligence) against Downtown. Downtown, its officers, agents, employees, subcontractors, successors, landlords, affiliated companies, and/or their respective agents or employees shall not be subject to any claim or damages arising from use of the rental bike.

2. Test-Ride/Inspect: Renter acknowledges that he/she was instructed to inspect and test-ride the bike. If there is a problem with the bike, then Renter must notify Downtown of the problem, have the problem corrected or select a different rental bike. By signing this document Renter confirms that the bike is safe and working as it should. More specifically, Renter acknowledges that the bike's frame, brakes, wheels, quick releases, and nuts are secure and working properly.

3. Severability: I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect.

4. Paved Surfaces/Mountain Biking. Unless Renter is renting a suspension mountain bike, Renter agrees to keep the rental bicycle on paved surfaces only.

TURN OVER. SIGN ON BACK OF PAGE.

Credit Card Number _____

Expiration Date _____

Only write down your credit card # if you pay with cash or check. When you return, this portion of the form will be torn off and given back to you.

Continued from front of page.

5. Flat Tires. Renter acknowledges that they could run over something sharp and get a flat tire. Before leaving the store, Renter can borrow a free flat tire repair kit. If Renter declines a flat tire repair kit and gets a flat they should call Downtown so we can figure out how best to resolve the problem.

6. Snapped Chains. Pedaling uphill in a high (wrong) gear puts stress on a chain. If Renter needs a quick lesson on shifting, Downtown can explain. Downtown can also provide a chain breaker and a master link in case Renter stresses and snaps their chain.

7. Un-fixable Mechanical Breakdown: Call Downtown.

8. Free Lock, Helmet, and Map.

9. Operator Damage to Bike. Renter agrees to return rental bike in the same condition as it was rented. Renter agrees to pay for repair of bike (**especially the wheels**) caused by a crash or any kind of impact.

10. Theft of Bike. If the rental bike gets stolen, Renter authorizes Downtown to charge Renter's credit card for the retail price of replacing it.

11. Indemnification. If Renter is injured on their bike ride and Renter's insurance company pays their hospital/medical/rescue expenses, Renter will stand between and defend against a claim made by their insurer against Downtown. In legal terms this means Renter will indemnify Downtown. More specifically, no agreement between Renter and their insurance company permitting the latter to recover paid medical expenses (subrogation) will trump this agreement between Renter and Downtown. Likewise, if Renter has no medical insurance, Renter will stand between and indemnify Renter from any claim made by a hospital, doctor, or medical professional against Downtown.

12. Alaska Law: This Agreement is controlled by Alaska law. A person or entity attempting to enforce or invalidate any portion of this Agreement, must litigate under Alaska law in Anchorage, Alaska.

13. Attorneys Fees: If Renter fails to honor any one or more of the clauses or provisions of this Agreement, or if Renter tries to circumvent this Agreement and brings legal action against Downtown, Downtown's attorney fees for successfully defending this Agreement will be paid by Renter.

14. No Verbal Terms: The terms and conditions in this Agreement cannot be verbally waived or changed. Only written changes specifically agreed to by both parties can be changed, waived, or amended

X _____ X _____ X _____
1st Renter's Signature 2nd Renter's Signature 3rd Renter's Signature

Age 18 or under. I certify that I am the parent or guardian of the child(s) who will be riding a rental bike obtained from Downtown. I hereby agree that all of the foregoing terms and conditions also apply to my child/ward.

X _____
Parent/Guardian Signature