

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 : _____

BIKE RENTAL CONTRACT AND LIABILITY RELEASE AGREEMENT

Downtown Bicycle Rental, Inc. (hereafter "Downtown") and the undersigned individual(s) (hereafter "Renter"), for good and valuable consideration, voluntarily agree to the following contractual terms, conditions, and understandings.

1. **ASSUMPTION OF CYCLING'S INHERENT RISKS:** Riding a bike is inherently dangerous. Renter assumes the same risk and responsibility as when they ride their own bike back home however the risk and responsibility of riding a rental bike is even greater because it is a different bike on unfamiliar terrain. Renter assumes these risks and should be especially careful. Renter understands they may be hurt or killed, may hurt or kill someone else, and/or may damage property. Accordingly, Renter assumes ALL of these risks and releases Downtown, its employees, volunteers, agents, landlord, and any affiliated company from liability. Simply put, I AM ULTIMATLEY RESPONSIBLE for my own safety and those of others while cycling.

2. **TEST AND VERIFY:** Which bike to rent, or whether to rent one at all, is a discretionary and consequential choice. Downtown and its employees are not perfect. Because this release does not represent or insinuate standards of safety or maintenance, to minimize the risk of injury due to mechanical failure and to facilitate a safe and enjoyable ride, Renter acknowledges they were told to TEST and VERIFY bike(s) before deciding whether to actually rent one. After checking the brakes for sufficient stopping power, the gears for shifting, the wheels for trueness and secureness, handlebars for movement, and the frame for fit, it is agreed that it is Renter who has the LAST CLEAR CHANCE to VERIFY the bike they choose is suitable, safe, and sound. If after familiarizing themselves with a bike and its many moving parts, if Renter is uncomfortable with it or has any doubt about its ability to properly and safely perform, Renter should tell Downtown so the doubt can be resolved or so another bike can be considered and tested. Accordingly, I (Renter) voluntarily release and hold harmless Downtown from any and all maintenance claims including acts or omissions alleging NEGLIGENCE.

3. **FREE HELMET:** Renter has the option of borrowing a helmet free of charge. It is renter's responsibility to properly fit a helmet on their head. If renter declines a helmet and hits their head it is not Downtown's fault.

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.

4. OFF-ROAD RIDING: Only mountain bikes are allowed off-road.

5. PEDAL ELECTRIC BIKES WHEN GOING UPHILL: To avoid damaging electric motors, ALWAYS pedal uphill. Choose levels 1, 2, or 3 and only occasionally use throttle. If unable to climb a hill at a reasonable speed, walk bike up using WALK ASSIST feature. The heavier the rider the more important it is to make sure you have suitable speed when going up a hill.

6. FLAT TIRES: Renter might run over something sharp and get a flat tire. Before leaving the store, Renter can borrow a pump, tire irons, patches and/or tube. If Renter gets a flat and they cannot fix it, they should call Downtown so we can collaborate on how to get you rolling again or brought back to the store by bus, us, or someone else.

7. SNAPPED CHAINS: Renter can borrow a chain breaker and master link.

8. MECHANICAL BREAKDOWN: If Renter has a mechanical breakdown they cannot fix they should call Downtown at 907-279-3334. Together we will figure out how to get you rolling again or brought back to the store by city bus, us, or someone else. Also there are tool stations on the Coastal Trail at Westchester Lagoon near the playground, south of the Earthquake Park exhibit, and at Kincaid Park.

9. DAMAGE TO BIKE: Renter agrees to return rental bike in same condition as when it left. If Renter crashes or hits something and cracks the frame, warps the wheel, or breaks a part, Renter agrees to pay the reasonable cost to replace/fix what they broke.

10. RENTER IS RESPONSIBLE IF BIKE IS STOLEN: Renter can borrow a free lock. Where, how, and when a bike is locked matters. In the city, if using a coil lock, keep the bike within eyesight. If unable to see the bike, use a U-Lock, secure it in a very public place, and remove the seat post. Lock through the frame (not a wheel). Always bring bike indoors overnight. Treat the bike like it is your own (which it is until you return it) and you'll likely be fine. That said, the only way to ensure a bike is not stolen is to never leave it unguarded/unattended. If the bike is stolen, Renter authorizes Downtown to charge Renter's credit card for the reasonable cost of replacing it.

11. SEVERABILITY: Renter agrees that if any clause or sentence of this agreement is found to be invalid or unenforceable, the remainder will continue in full force and effect.

12. INDEMNIFICATION: If Renter injures someone else or their property, Renter will be liable and will defend and hold harmless Downtown if plaintiff tries to blame Downtown. If Renter is injured and their insurer pays for hospital/medical/rescue expenses, Renter will defend and hold harmless Downtown from any attempt to recover costs. If Renter is not insured they will defend and hold harmless Downtown from a doctor or medical provider's attempt to recover costs.

13. 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 in Anchorage, Alaska.

14. NO VERBAL TERMS: This Agreement cannot be verbally waived or changed. Only written changes specifically agreed to by both parties can be changed, waived, or amended.

X _____
1st Renter's Signature

X _____
2nd Renter's Signature

X _____
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