



PROOF CONTRACT

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TERMS AND CONDITIONS

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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 these risks. More specifically, 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, **RENTER IS RESPONSIBLE** for each of their many choices and reactions to the terrain and to other cyclists, vehicles, walkers, dogs etc. during their ride.

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. ELECTRIC BIKE THROTTLE USE: If renting an electric bike with a throttle, use it to launch the bike to get some speed and gain balance. Other than that the throttle should be rarely used. Relying on the throttle instead of pedal assist will drain the battery. Never use the throttle to get up a hill or it will damage the motor. Use maximum pedal assist (turbo) to get up hills.

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 know where you are and how to help you.

7. 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.

8. DAMAGE TO BIKE: Renter will treat the rental bike as if it was their own. Renter agrees to return rental bike in the same condition as when it left. If Renter crashes or hits something, Renter must inform Downtown upon their return so an assessment can be made. Most issues are minor and easily remedied free of cost upon return. But if a crash causes damage to the bike that requires a new part, Renter agrees to pay Downtown's wholesale cost to replace it.

9. RENTER IS RESPONSIBLE IF BIKE IS STOLEN: There is a lot of crime in Anchorage. Bike theft is common. Any lock can be cut. Renter can borrow a free lock. Where, when, and how to lock a bike is important. If possible, always keep even a locked bike within eyesight. If you must walk away from a locked bike, lock the frame with a U-lock and the front wheel with a cable. Also remove the saddle and post. Return as quickly as possible. Never lock a bike up outside a movie theater or outside overnight or it will almost certainly be stolen.

10. 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.

11. INDEMNIFICATION: As explained in paragraph 2 of this contract, because it is Renter who has the last clear chance to verify the safety of the bike, if Renter is injured on their bike ride and incurs medical costs as a result, Renter will stand between their insurance company or their medical provider and Downtown if either of them attempts to recover costs in a claim alleging negligence. In other words and in legal speak, this means that a subrogation agreement between Renter and their insurance company will not excuse or take priority over Renter's responsibility to verify the bike they choose is safe.

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 in Anchorage, Alaska.

13. ATTORNEY'S FEES/COLLECTION COSTS: If Renter's credit card is declined for payment of a damaged or stolen bike, Downtown can hire an attorney and have its attorney's fees and collection costs reimbursed by Renter.

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