

# ORANGE PEEL BIKE SERVICE, LLC

## BIKE AND EQUIPMENT RENTAL WAIVER AND RELEASE OF LIABILITY FORM

Rider's Name \_\_\_\_\_ Rider's Age \_\_\_\_\_ Phone \_\_\_\_\_  
(Please Print)

Address \_\_\_\_\_  
(Street) (City) (State) (Zip)

### PLEASE READ CAREFULLY BEFORE SIGNING!

Rider (or legal guardian if Rider is a minor), states that Rider has read and understands this Waiver and Release of Liability Form of Orange Peel Bike Service, LLC, its owners, agents and employees ("Orange Peel") and hereby expressly accepts and agrees to the following:

\_\_\_\_\_ (Initial) **Risk of Personal Injury.** Rider understands that riding a bicycle is an inherently dangerous activity. Risks include, but are not limited to: DEATH; INJURY TO BODY; DAMAGE TO BIKES, GEAR, AND CLOTHING; AND DAMAGE TO AND/OR INJURY TO OTHERS.

\_\_\_\_\_ (Initial) **Conditions and Representations.** Rider has not made any misrepresentations to Orange Peel, including, but not limited to:

1. Rider agrees that Rider is **fully** responsible for **all** damage or **loss** to the rental bike and any equipment (the "Equipment") and agrees to pay for **all** repairs or replacement cost if the Equipment is lost, stolen, or damaged. Rider accepts the Equipment for use "as is", and accepts **full** financial responsibility for the care of the Equipment while it is in Rider's possession; including flat tires, paint scratches, \_\_\_\_\_.
2. All instructions for the use of the Equipment have been provided to Rider and Rider fully understands how to use the Equipment.
3. Rider understands that wearing a helmet may decrease the risk of head injury. Rider has a helmet or Orange Peel has provided one to Rider and Rider agrees to wear a helmet at all times while biking and accepts any and all consequences of not wearing a helmet.
4. Rider agrees that the Equipment is working properly.
5. Rider is physically and mentally able to ride a bike and is familiar with bike riding, its physical and mental requirements, and risks involved.

\_\_\_\_\_ (Initial) **Release of all Liability (Including Negligence).** RIDER AGREES TO FULLY RELEASE AND DISCHARGE ORANGE PEEL FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages to Rider or other person or property, as a result of Rider's rental of the Equipment and/or bike riding and Rider further understands and agrees to release Orange Peel for any negligence in causing in whole or in part any such injury.

\_\_\_\_\_ (Initial) **Express Assumption of Risks.** RIDER EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF BIKE RIDING.

\_\_\_\_\_ (Initial) **Promise Not To Sue and Hold Harmless.** RIDER FURTHER AGREES TO INDEMNIFY ORANGE PEEL AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, OR CLAIMS, including attorney's fees and costs incurred by Orange Peel, as a result of Rider's rental of the Equipment and/or bike riding. Rider agrees that Rider's obligation to indemnify and hold Orange Peel harmless applies even if Orange Peel are negligent. Rider understands this is a contract, which limits Rider's legal rights, and it is binding upon Rider and Rider's heirs, agents and legal representatives. If portions of this Waiver are invalid, it is agreed the remaining portions will remain intact and enforceable.

By signing this Waiver and Release of Liability, Rider acknowledges s/he has fully read and understands the above and foregoing.

Signature of Rider: \_\_\_\_\_ Date: \_\_\_\_\_

**Minors:** Prospective Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Waiver and Release of Liability. The parent/guardian and Rider have read, understand and agree to comply with this Waiver and Release of Liability. By signing this document, the parent/guardian agrees to each of the provisions above.

Signature of Parent/Guardian \_\_\_\_\_

Relation to Rider: \_\_\_\_\_ Date: \_\_\_\_\_