

MT. HOOD BICYCLE



AGREEMENT FOR USE OF BICYCLE, RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING:

SECTION I: RELEASE: Renter/Participant agrees that this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY is governed by and intended to be as broad and inclusive as permitted by the laws of the State of Oregon. All jurisdiction for any claims shall remain in Clackamas County, Oregon. By signing this form, I acknowledge I am physically and mentally able to ride a bicycle. I am familiar with riding a bicycle, and the potential risks involved with this activity. I expressly assume all risk of loss, damage and/or injury as a result of participating in usage and activities of on-road and off-road bicycle riding, including any and all risk due to MT. HOOD BICYCLE negligence. I agree to fully release and discharge MT. HOOD BICYCLE for any damages, injuries or claims, including but not limited to myself or any other person or property, as a result of my use of the bicycle. I fully understand and agree to release MT. HOOD BICYCLE for its negligence in causing whole or in part any injury to me.

SECTION II: EQUIPMENT RENTAL: Hourly and Daily rentals are due back 15 minutes before closing time (6:00 p.m.). Late returns will be subject to fees. Participants assume full responsibility for the bicycle and any other equipment rented or included in the rental. Participants agree to compensate MT. HOOD BICYCLE at full retail value for damages and/or theft of any and all equipment during rental period. MT. HOOD BICYCLE is not responsible for participants who incur equipment malfunction (i.e., flat tire) during the rental period. MT. HOOD BICYCLE will do our best to resolve any malfunctions, however this service is not guaranteed.

SECTION III: REPRESENTATIONS AND SIGNATURES: Each participant freely and voluntarily assumes the risks of using rental equipment and/or participating in MT. HOOD BICYCLE activities. Each participant acknowledges that he/she has executed this AGREEMENT FOR USE OF BICYCLE, RELEASE AND WAIVER OF LIABILITY in order to rent bicycles/equipment and/or participate in MT. HOOD BICYCLE activities. For each participant who is a minor, a parent or legal guardian must sign on his/her behalf, and by signing represents and warrants to MT. HOOD BICYCLE that he/she is the legal guardian of that minor, and possesses full legal authority to release and waive claims, and to covenant not to sue on that minor's behalf. By signing this form, I acknowledge I am at least 18 years of age. By signing for a minor, I confirm I am the parent/legal guardian, and agree to release MT. HOOD BICYCLE from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE, RELEASE AND WAIVER OF LIABILITY.

SECTION IV: HELMETS – Each Participant or legal guardian must designate a choice below:

YES: I will wear a safety helmet and/or other safety equipment.

NO: I refuse to wear any type of safety helmet or other safety equipment and accept full responsibility for this decision. Participants acknowledge that MT. HOOD BICYCLE requires all participants to wear a helmet and seek instruction from staff in the safe operation of equipment.

- Helmets are available to rent for \$15/day.
- A **\$500.00** deposit will be charged to your **CREDIT CARD**, which will immediately be refunded to your account upon return of the rental bike/equipment.

PLEASE BE ADVISED!

WE ARE UNABLE TO REFUND DEBIT CARDS!

TO PROCESS REFUNDS, ALL PURCHASES MUST BE MADE USING A VALID CREDIT CARD!

SECTION V: ALL PARTICIPANTS AGREE TO MT. HOOD BICYCLE'S TERMS AND CONDITIONS

REQUIRED INFO: DATE: _____ CELL # _____

EMAIL (Optional): _____
(for updates, discounts, and newsletter!)

FOR MT. HOOD BICYCLE RENTAL USE ONLY

Printed Name: _____ Age: _____

Full Day Rental ____ Half Day Rental ____

Helmet: YES NO

Signature: _____

Driver's License Number: _____ Exp: _____

Address: _____

Rent Date: _____ Time Out: _____

Return Date: _____ Time In: _____

Sales Person: George Wilson

Kevin McCarthy