

MT. HOOD BICYCLE



AGREEMENT FOR USE OF BICYCLE, RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING:

SECTION I: RELEASE

Renter 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

Daily rentals are due back 15 minutes before closing time (6:00 p.m.). Late returns will be subject to fees. Renters assume full responsibility for the bicycle and any other equipment rented or included in the rental. Renters 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 renters 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 renter freely and voluntarily assumes the risks of using rental equipment and/or participating in MT. HOOD BICYCLE activities. Each renter 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 renter 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.

