

Rental Equipment Agreement, Waiver and Release of Liability Bicycles and Related Watersports and Equipment

Assumption of Risk: I understand and accept that renting this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment; accept full responsibility for any and all such damage or injury which may result.

Waiver and Release: In consideration of Sulphur Creek Outfitters LLC (SCO) renting me this bicycle, I specifically release and forever discharge SCO and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of SCO or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release SCO and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of SCO or whether based upon breach of contract, breach or warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I'm engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against SCO or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I hereby commit to wearing a helmet at all times while riding the bicycle. Initial : _____

I understand that this activity may result in severe injury, including but not limited to spinal or head injury. Initial: _____

I understand that accessories such as child seats and trailers can change the dynamics of cycling and can create additional risks for the cyclist and the rider or passenger. Initial: _____

I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions. Initial: _____

I understand how to operate the rental bicycle's gears and brakes and adjust the seat and quick releases. Initial: _____

SCO staff has answered any questions I have had. Initial: _____

I understand that this bicycle does not have lights and that I will not ride when dusk or dark. Initial: _____

I have carefully read and understand the above. I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

Signature: _____ Date: _____

Print Name: _____

Phone: _____ Emergency Phone: _____

Date/Time of Rental _____ Expected Return Date/Time _____

Parent or Guardian's Signature (if under 18) _____

Sulphur Creek Outfitters LLC Bicycle Rental Contract
625 So 7th St, Heber Springs, AR 72543
501.691.0138

Name of person responsible for equipment: _____

Address: _____ Phone: (____) _____

City: _____ State: _____ Zip: _____

Driver's License # (copy required) _____ State of Issue: _____

Email Address: _____ Today's Date: __/__/____

How did you hear of our rental program? _____

Conditions of Rental

Wherever user herein, the term "equipment" shall include any equipment rented from Sulphur Creek Outfitters LLC (SCO). The customer understands and agrees that the equipment described in this contract remains the property of SCO and that the failure by the customer to return said equipment to SCO within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution. **RESPONSIBILITY FOR DAMAGE OR LOSS:** Customer agrees he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair or replace lost or stolen, damaged or broken parts (including flat tubes and damaged tires), and/or to reimburse SCO for said equipment. Therefore, regardless of the party at fault, customer understands and agrees to be responsible for the damage to said equipment. **SUBLEASING PROHIBITED:** Customer understands and agrees that any subleasing or reletting of rental equipment is prohibited and that any reletting or sublease shall immediately cause termination and cancellation of this contract. **CUSTOMER LIABILITY:** Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to said equipment. **TERMINATION OF AGREEMENT:** Customer agrees that SCO has the right to terminate this agreement at any time and retake possession of said equipment and for said purpose. SCO may enter upon the premises of the customer without being liable for trespass. **DEPOSIT:** To rent, we require a reimbursable \$100 damage deposit in the form of credit card charge plus the driver's license of one member of the party. Any deposit given by the customer shall be applied to and guarantee the faithful performance of all the provisions of this agreement and all repairs necessary to said equipment. If any action is brought to enforce any of the terms of conditions of this agreement, or to recover any sums due to hereunder, customer agrees to pay attorney fees, court costs, or other expenses. **LATE RETURN FEE:** An additional hourly, half day or full day(s) rental fee, depending on actual time of return, will be charged for each hour, half day or full day customer keeps equipment after the return time/date specified. All equipment must be returned directly to SCO or to SCO's pre-arranged shuttle.

I AGREE NOT TO RIDE OR USE RENTAL EQUIPMENT IN ANY LAKE, RIVER OR LEAVE UNSHELTERED IN PRECIPITOUS ENVIRONMENTS.

I AGREE NOT TO CHANGE OR SUBSTITUTE PARTS ON THE EQUIPMENT.

I UNDERSTAND THAT I SHOULD NOT CLEAN THE EQUIPMENT BEFORE RETURNING IT.

I AGREE NOT TO RIDE ON TRAILS THAT ARE CLOSED OR TO TRESPASS ON POSTED LAND.

I ACKNOWLEDGE FULL RESPONSIBILITY FOR THE SAFETY OF MY GROUP AND AGREE THAT ALL MEMBERS WILL RIDE SAFELY AND RESPONSIBLY.

I UNDERSTAND THAT I AM RESPONSIBLE FOR RETURNING ALL EQUIPMENT LISTED BELOW AND THE COST OF ANY LOST OR DAMAGED GEAR WILL BE CHARGED TO MY CREDIT CARD.

FINALLY, I AGREE TO COMPLY WITH ALL CONDITIONS OUTLINED IN THIS CONTRACT.

CUSTOMER

SIGNATURE _____ DATE: _____

TIME/DATE OUT: _____ PREPAID AMOUNT: _____ TIME/DATE DUE: _____

BIKE SIZE(S)/COLOR(S) _____

ADDITIONAL EQUIPMENT

___ CHILD CARRIER ___ CHILD TRAILER

Check Out List for SCO Staff:

Waiver Signed: _____ Copy of ID _____: Deposit Made: _____

Saddle Height: _____ Brakes and Gears: _____ Gear Bag: _____ Helmet: _____ Tool: _____

Check In List for SCO Staff:

Bike Condition Checked: _____ Tube and CO2 checked: _____ Ask about incidents: _____

RETURN TIME/DATE IN: _____ RECEIVED BY: _____