

Montgomery Cyclery Rental Agreement

Name	Email Address	Today's Date	
Street Address	City	State	Zip Code
Driver License #	Phone Number	Age	

IMPORTANT: BE SURE THAT YOU READ AND COMPLETELY UNDERSTAND THIS DOCUMENT BEFORE YOU SIGN IT. THIS DOCUMENT, INCLUDING THE WAIVER AND RELEASE OF LIABILITY, AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO COMPENSATION IN THE EVENT THAT YOU ARE INJURED.

I warrant and agree that I have received instructions in the safe and proper use of the bicycle and/or equipment rented from Montgomery Cyclery and that I understand how to use all the components on the bicycle and/or equipment, including the brakes and shifting mechanisms. I have visually checked the bicycle and/or equipment and received it in good working condition.

DAMAGE RESPONSIBILITY: By initialing this Agreement below, I accept responsibility for any damage done to the bicycle and/or equipment, which I am accepting in an "as is" condition, and agree to pay the cost of the necessary repairs, which would include parts and labor time at prevailing shop rates. Evaluation of such damage and repairs needed would be at the sole discretion of the Montgomery Cyclery, Inc. ("Montgomery Cyclery") technician who will inspect the bicycle and/or equipment once it is returned. I further agree that any adjustments that I might perform on the bicycle and/or equipment are subject to readjustment by the Montgomery Cyclery technician at my expense.

ACCEPT DAMAGE RESPONSIBILITY (Initial here): X

WAIVER AND RELEASE OF LIABILITY

I understand and am fully aware that cycling is a hazardous activity. I understand that the sport of cycling and the use of any bike equipment involve the risk of serious injury or death and that I am voluntarily participating in these activities with knowledge of the danger involved. I am aware cycling has inherent dangers and risks, which include, but are not limited to, loss of control, collisions with other vehicles, animals, vegetation, and other man-made or natural obstacles, failure of equipment, etc. There are certain additional dangers and risks, which include, but are not limited to, the following:

1. Rough and hazardous conditions frequently occur on the roads and trails used in cycling and may include soft sand, loose rock, steep grades, drop-offs, falling rocks, various forms of dangerous plant and animal life, changing weather conditions and other natural forces which may be encountered without warning.

2. Unpopulated areas. Should I choose to ride in unpopulated areas which may not be regularly patrolled or visited, I understand that besides the risk of being injured, there is also the risk of becoming lost. I understand that communication in such areas may be difficult, if not impossible, and that rescue, medical treatment, water and other supplies may not be readily available.

On my own behalf, and on behalf of my heirs, assigns, and personal representatives, I hereby fully and forever discharge and release Montgomery Cyclery, Inc, and their vendors, suppliers, employees, agents, sponsors, insurers, and all other persons or entities, from any and all liability claim, damage, loss, cost or expense, arising directly or indirectly from my ride and/or use of the rental bicycle and/or equipment.

I expressly agree that the foregoing agreement shall be construed to provide the parties being released with the broadest relief possible. If any portion is held invalid, the balance shall continue in full legal force and effect. This agreement shall be governed by the laws of the State of Ohio, and any litigation between the parties shall be filed in the Municipal or Superior Court of Hamilton County, State of Ohio.

(Initial): X

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LEGAL CONTRACT BETWEEN ME AND MONTGOMERY CYCLERY AND I SIGN IT OF MY OWN FREE WILL.

Signature: X

RIDERS UNDER THE AGE OF 18 ARE REQUIRED TO HAVE A PARENT/LEGAL GUARDIAN READ AND SIGN.

I have read, understand and agree on behalf of myself and my child to be bound by the above.

Signature: X

CONDITIONS OF RENTAL

SUBLEASING PROHIBITED: Customer understands and agrees that any subleasing of rental equipment is prohibited.

TERMINATION OF AGREEMENT: Customer agrees that Montgomery Cyclery Inc. has the right to terminate this agreement at any time and retake possession of said bicycles and/or equipment or charge the renter's credit card for the retail value of all bicycles and/or equipment not returned at the time of termination of agreement.

LATE RETURN FEE: An additional \$40 late fee will be charged per day that the customer does not return the bicycle and/or equipment to Montgomery Cyclery after the return date and time specified on this contract. All equipment must be returned directly to Montgomery Cyclery Inc. and checked in by a Montgomery Cyclery employee.

DEPOSIT: Renting bicycles and/or equipment requires a damage deposit in the form of credit card charge plus the driver's license of the responsible 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 bicycles and/or 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 all attorney fees, court costs, or other expenses.

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

I AGREE TO NOT CHANGE OR SUBSTITUTE ANY PARTS ON THE BICYCLE AND/OR EQUIPMENT.

I AGREE TO RETURN THE RENTAL BICYCLES AND/OR EQUIPMENT BACK TO MONTGOMERY CYCLERY NO LATER THAN THIRTY MINUTES BEFORE THE SCHEDULED CLOSE OF BUSINESS ON THE DAY OF RENTAL.

I ACKNOWLEDGE FULL RESPONSIBILITY FOR THE RETURN OF RENTAL BICYCLES AND/OR EQUIPMENT TO MONTGOMERY CYCLERY EVEN IN THE EVENT OF MECHANICAL FAILURE OR AN ACCIDENT THAT MAY OCCUR DURING THE USE OF SAID BICYCLES AND/OR EQUIPMENT.

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, STOLEN OR DAMAGED BICYCLE AND/OR EQUIPMENT WILL BE CHARGED TO MY CREDIT CARD. FINALLY, I AGREE TO COMPLY WITH ALL CONDITIONS OUTLINED IN THIS CONTRACT.

CUSTOMER SIGNATURE: X **DATE:** _____ **C.C. EXPIRATION:** _____

DATE /TIME OUT: _____

DATE / TIME DUE BACK: _____

BIKE MODEL / COLOR: _____

HELMET: _____

ACCESSORIES: _____

Customer Checklist for outgoing rentals

- * Bicycle/equipment condition checked: **(Initial) X**
- * Saddle height adjusted: **(Initial) X**
- * Accessories installed: **(Initial) X**
- * Quick release mechanisms explained: **(Initial) X**
- * Waiver signed: **(Initial) X**
- * Helmet provided: **(Initial) X**

Employee Checklist for returned rentals

- * Bicycle/equipment condition checked: _____
- * Helmet condition checked: _____
- * Accessories returned: _____
- * Asked about Incidents: _____
- * Asked about Helmet Damage: _____
- * Comments: _____

DATE / TIME RETURNED: _____

RECEIVED BY: _____