

West Bicycles Rental Agreement

Place Drivers license here
and make 2 copies

	Pick up Date	Return Date
Anticipated	_____	_____
Actual	_____	_____

1. Customer Copy
2. Store copy

80% of Rental fees
can be applied to the purchase of the rented items
upon return.

Name as it appears on the credit card:

Address:

Phone:

Email:

Credit Card Information:

Acct # _____ Exp date ____ / ____

3 Digit Security Code _____

Customer Signature:

Date:

Prices shown are for bikes valued under \$1000. Bikes over \$1000 the rental price is double. Bikes over \$2000 the rental price is tripled.

Bikes Daily Rental: \$50 / day 3 days or longer: 10% discount / day

Road Bike, Mountain Bike, Triathlon Bike, Comfort

Mfg: _____ Model: _____ Color: _____ Size: _____

Juvenile Bikes Daily Rental: \$30 / day 3 days or longer: 10% discount / day

Mfg: _____ Model: _____ Color: _____ Size: _____

Accessories Daily Rental: \$20 / day 3 days or longer: 10% discount / day

Trail-A-Bike, Kid's Trailer, Trunk Mount Bike Rack, Hitch Mount Bike Rack, Other

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement ("Agreement")

I accept responsibility and agree to pay for any and all damage to the product while in my care.

IN CONSIDERATION of being permitted to participate in any way in West Bicycles RENTAL Activities ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity can be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if at any time I believe conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Activity, the condition in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE West Bicycles, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim. I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.