

# mellovelo BICYCLE RENTAL AGREEMENT AND POLICIES

*I hereby acknowledge and agree to the following rental agreement terms and conditions:*

## MELLO VELO BICYCLE RENTAL ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

**Assumption of Risk:** I understand and accept that renting this bicycle and participating in biking exposes me to many hazards and entail 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 Mello Velo Bicycle Shop Inc. renting me this bicycle, I specifically release and forever discharge Mello Velo Bicycle Shop Inc. and its affiliates, 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 Mello Velo Bicycle Shop Inc. or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Mello Velo Bicycle Shop Inc. 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 Mello Velo Bicycle Shop Inc. or whether based upon breach of contract, breach of 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 am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against Mello Velo Bicycle Shop Inc. or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

\_\_\_\_\_ Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

\_\_\_\_\_ Helmets are offered and recommended as part of the rental contract. Customers who decline to rent and wear helmets have done so at their own will.

\_\_\_\_\_ Bikes are maintained on a daily basis. It is the responsibility of the client to check the bike at the store BEFORE setting out on any ride.

Customer agrees to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes.

**Note: All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed a 1 hour additional fee.**

\_\_\_\_\_ I realize the importance of wearing a helmet. A helmet has been recommended to me by Mello Velo staff. If I do not wear a helmet I am doing so at my own will.

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

\_\_\_\_\_ I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.

\_\_\_\_\_ Mello Velo staff have answered any questions I have had.

\_\_\_\_\_ I understand these bicycles may not have visibility enhancement equipment such as blinking lights.

**I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. I AM AWARE 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.**

Date \_\_\_\_\_ Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Age (if under 18) \_\_\_\_\_ Parent or Guardians Signature \_\_\_\_\_

**FURTHERMORE I AGREE TO THE TERMS OF THE MELLO VELO BICYCLE RENTAL AGREEMENT ABOVE.**