

PARADISE GARAGE BICYCLE RENTAL AGREEMENT & LIABILITY WAIVER

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING DOCUMENT TO RELEASE PARADISE GARAGE, LLC FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY PARADISE GARAGE, LLC AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge PARADISE GARAGE, LLC, PARADISE GARAGE, LLC's agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between Renter and PARADISE GARAGE.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless PARADISE GARAGE, LLC, PARADISE GARAGE, LLC'S agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the bicycle.

Terms and Conditions

1. Assumption of Risk. Renter acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the bicycle.
2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by PARADISE GARAGE, LLC, and any applicable laws or regulations.
3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the bicycle:
 - No passengers are permitted on the bicycle unless expressly permitted by PARADISE GARAGE in writing prior to use.
 - No smoking or use of cell phones are permitted while operating the bicycle.
 - No alcoholic beverages are permitted while using the bicycle.
4. Condition of Bicycle upon Return. The Renter shall return the bicycle to PARADISE GARAGE clean and in the same condition as it was in when given to Renter, excepting ordinary wear and tear. Renter shall be responsible for any damage caused to the bicycle during the rental period. PARADISE GARAGE, LLC shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Renter shall be billed by PARADISE GARAGE, LLC for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.
6. Late Return. Renter is obligated to return the bicycle by the end of the rental agreement period. If renter returns the bicycle to the designated return area more than 20 minutes after the scheduled "Time Back," Renter shall be charged for an additional day.

Renter has read and understands all of the Release and Waiver of claims, terms, conditions and rules set forth above, and agrees to all terms without reservation.

ENJOY YOUR RIDE!