

AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY

PLEASE READ CAREFULLY BEFORE SIGNING

Discovery CycleTours owns a number of bicycles ("Bicycle") and biking equipment ("Equipment"). Discovery CycleTours wants to make these Bicycles available for use by _____ ("Rider") for hire for touring. To ensure that the Bicycle is used properly, and to ensure that Rider behaves responsibly, this Agreement defines Rider's obligations made in exchange for using the Bicycle Shop's Bicycle.

Name of Rider
Name of Parent or Legal Guardian
Phone No.
Address
City State Zip Code

Age:
Height:
Weight:
Inseam:
Experience Level: (Beginner, Intermediate or Expert)

The Rider agrees to ride safely and with consideration for all other users of the either road or trail. Rider agrees to read, know, and abide by all rules and regulations of the Discovery CycleTours. Rider Agrees to keep the Bicycle in excellent working condition.

I, the undersigned, in consideration of using the Bicycle, have read, understand and expressly agree to the following:

A. Risk of Personal Injury. I understand that the risks of biking are numerous and I fully accept responsibility for my biking skills.

Rider Initials _____ Rider's Parent or Legal Guardian Initials _____

B. Conditions and Representations.

I. All instructions for the use of any Bicycle(s) or other biking equipment (the "Equipment") have been made clear to me, and I fully understand how to use the Equipment. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment while it is in my possession.

II. I have a helmet and I will wear a helmet every time I rider the Bicycle. I understand that wearing a helmet may decrease the risk of head injury.

III. The Bicycle as given to me is working properly. I am physically and mentally able to ride the Bicycle and I am familiar with Bicycle riding and its physical and mental requirements and risks involved.

IV. I agree that I am fully responsible for all damage or loss to the Bicycle and agree to pay for all repairs or for the replacement cost of the Bicycle if I cause damage to the Bicycle

Rider Initials _____ Rider's Parent or Legal Guardian Initials _____

C. Release of all Liability (including negligence).

I AGREE TO FULLY RELEASE AND DISCHARGE THE BICYCLE SHOP FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of the Bicycle Shop to myself or any other person or property, as a result my participation in Bicycle usage, or Bicycle riding. I fully understand and agree to release the Bicycle Shop for its negligence in causing in whole or in part any injury to me.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN USAGE, AND/OR BICYCLE RIDING, INCLUDING THE RISK OF THE BICYCLE SHOP'S NEGLIGENCE.

I agree to the terms of this Agreement.

Signature of Rider: _____ Date: _____