

Fifty West Cycling Bicycle Rental Waiver and Release Agreement Telephone: 513-731-9111

I hereby acknowledge and agree to the following rental agreement terms and conditions I agree to return the bicycle and related equipment in clean undamaged and proper working condition to avoid any additional charges for repair or replacement.

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 Fifty West Cycling renting me this bicycle, I specifically release and forever discharge Fifty West Cycling 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 Fifty West Cycling or its affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Fifty West Cycling 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 Fifty West Cycling 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 Fifty West Cycling or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

_____ I realize the importance of wearing a helmet. A helmet has been recommended to me by Fifty West Cycling. 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

_____ **Fifty West Cycling's** staff have answered any questions I have had

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

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRTY 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: _____ PrintName: _____ Signature _____

Telephone number: _____ Date of birth: _____

Time out: _____ Time in: _____

Rate: \$26.00 for 24 hour period Bike ID# _____

Damage Protection Plan \$5.00: _____ Yes _____ No Our damage protection plan covers all accidental damage to your rental bike.

Fifty West Cycling 7669 Wooster Pike Cincinnati Ohio 45227 513-731-9111

