



## RELEASE OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNIFICATION AGREEMENT

This Agreement is made between Westport Bike Rentals, LLC ("Westport Bike") and \_\_\_\_\_ (referred to as "You", "Me" or "I" whether referring to one or more than one individual)

### **BACKGROUND:**

1. You are renting bicycles from Westport Bike.
2. You understand the use and operation of bicycles carry risk of injury and are inherently dangerous.
3. Given the inherent risks Westport Bike is unwilling to rent bicycles to You without You acknowledging the risks involved and agreeing to indemnify and hold harmless Westport Bike for any injuries which may occur to You while using or operating the bicycles you are renting from Westport Bike.
4. In order to minimize the risk of injury, You agree to follow the rules and regulations for the operation of the rented equipment, as set forth below.
5. Westport Bike is also unwilling to rent You bicycles without a promise from You to return the rented bicycles in the same condition as existed when they were delivered to You.

Therefore, in consideration of Westport Bike agreeing to rent you bicycles, and for other good and valuable consideration, by signing below, You agree that:

### **ASSUMPTION OF RISK:**

I acknowledge the operation of the equipment subject to this lease contains inherent danger, including the possibility of accidental injury or death due to hazardous travel conditions which may be present at the time of the use such as ruts, potholes, gravel, sand, roads slippery due to oil and/or water, animals and/or other traffic, physical exertion for which I am not prepared, forces of nature, breakdown of equipment, or accident.

I agree to assume the risk of any injuries resulting of the above-named hazards and any other hazards encountered while operating the equipment in question. I acknowledge Westport Bike has provided no instruction and training as to the operation of the rented bicycles.

### **RELEASE AND INDEMNIFICATION:**

I agree to release and hold harmless Westport Bike, its owners, employees, agents, successors and assigns from any injury sustained by Me, or any person I allow to operate the rental equipment, including any minors which are using any equipment rented from Westport Bike.

I am solely liable for and shall indemnify and hold harmless Westport Bike from any property damage or personal injuries to Me, my passengers, and/or third parties arising from the use of the equipment while under My possession, control or operation.

### **FEES AND CONDITIONS OF RENTAL:**

1. I shall pay all charges set forth on this agreement hereto and return the equipment at the time designated by Westport Bike and in the same condition as when possession of equipment was delivered to Me. Westport Bike reserves the right to charge additional late or damage fees to the credit card provided by You at the time of rental.
2. I acknowledge and agree I have read this Agreement and understand all of the terms and provisions contained herein.
3. I shall be the sole and exclusive user(s) of the equipment.
4. If user of equipment is to be a minor, I am the minor's parent or legal guardian and am executing this Agreement in such capacity on the minor's behalf. I agree to be fully bound by the terms of this Agreement and undertake

the legal obligations contained in the Agreement, including the payment of any fees and the waiver, and indemnification provisions.

5. I will pay for all damages to or loss of the equipment until the equipment is returned to Westport Bike:

There will be a \$25 fee for bikes returned without a lock.

There will be a \$25 fee for bikes returned without a helmet

There will be a \$25 fee for bikes returned without a basket.

Loss of bicycle will result in a replacement cost of: \$479

6. Westport Bike reserves the right to repossess the equipment at any time should I violate any local and/or state regulations, statutes and laws dealing with the operation of the equipment or any of the terms and conditions of this Agreement. In such event, I will not be entitled to a refund of any fees paid and I understand the repossession of any equipment shall not affect the other indemnifications I have given Westport Bike elsewhere in this Agreement.

7. I understand Westport Bike makes no express or implied warranties or representations as to any matter whatsoever, including without limitation, the condition of the equipment or its fitness for a particular purpose.

**MISCELLANEOUS:**

This Agreement shall be governed by and constituted in accordance with the laws of the State of Connecticut. The parties hereto acknowledge and agree that the terms of this Agreement are binding under, the state and local laws relating to the subject matter hereof.

**OBSERVE THESE BIKE RULES:**

1. Do not ride under the influence of drugs or alcohol.
2. Wear a bike helmet.
3. Inspect your bike before riding. Take a slow brief ride before setting off on your route.
4. No more than one rider on a bike.
5. DO NOT ride at night because bikes are not equipped with lights.
6. Ride in single file, WITH traffic and obey all traffic rules.
7. DO NOT ride on the sidewalk. It is illegal in the Town of Westport.
8. Yield to pedestrians.
9. Look both ways when crossing roads and driveways.
10. Ride predictably, stay visible, and USE hand signals.

Bike helmets are required by law for anyone under the age of 16. Bike helmets are recommended and are free for adults.

\_\_\_\_\_ (Accepted)      \_\_\_\_\_ (Declined)

I have read and understand the above agreement and I have read and understand the safety rules and the fees.

Signature: \_\_\_\_\_

Phone #: \_\_\_\_\_

Lock & Helmet # / Bicycle Name: