



**Cycling and Fitness Warehouse**

213 North 3rd Street  
 Richmond . Indiana . 47374  
 765-935-5047

|                            |  |                       |  |
|----------------------------|--|-----------------------|--|
| <b>Renter's Name</b>       |  | <b>Renter's Phone</b> |  |
| <b>Renter's Birth Date</b> |  | <b>Renter's Email</b> |  |
| <b>Renter's Address</b>    |  |                       |  |

Cycling and Fitness Warehouse, Inc. ( the “Company”) agrees to rent the following bicycle (the “Bike”) to Renter, upon the condition that Renter agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

|                                    |                   |
|------------------------------------|-------------------|
| <b>Cycling and Fitness ID#</b>     | <b>Bike Color</b> |
| Bicycle:                           |                   |
| Helmet:                      Lock: |                   |

The Bike shall be rented for the time period and rate specified as follows:

|                          |   |                                       |             |
|--------------------------|---|---------------------------------------|-------------|
| <b>Time Out</b>          |   | <b>Return Due (Scheduled/ Actual)</b> |             |
| <b>Rate (circle one)</b> | Daily \$10/ 24 hrs \$15/<br>weekend \$20/ Weekly \$35<br>Other \$ _____ | <b>TOTAL RENTAL AMOUNT</b>            |             |
| <b>Additional Items</b>  | Helmet \$2.50/\$10(w)/\$20(m)<br>Lock \$2.50/\$5(w)/\$10(m)             | <b>SECURITY DEPOSIT DUE</b>           | <b>\$75</b> |

\_\_\_\_\_  
 Company Rep Initials

**READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BIKE. 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 Company, Company’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 Bike; or in any way arising out of the rental relationship between Renter and Company.

**Indemnification**

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Company, Company’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 Bike.

**Terms and Conditions**

1. Assumption of Risk. Renter acknowledges that the activities for which the Bike 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 Bike.

\_\_\_\_\_  
**Renter Initials**

2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the Bike, and will use the Bike in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Company, 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 Bike:

- 1 There are **no passengers** permitted on the Bike unless expressly permitted by Company in writing prior to use.
- 2 There is **no smoking** while on the Bike.
- 3 There are **no alcoholic beverages** permitted while using the Bike.

4. Unsafe Use. If at any time Company determines that Renter has engaged in an unsafe or hazardous use of the Bike, Company may immediately terminate the rental. Upon notification of termination, Renter must return the Bike to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Company shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

5. Condition of Bike upon Return. The Renter shall return the Bike to the designated return area 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 Bike during the rental period. Company 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 Bike exceed the amount of the security deposit, Renter shall be billed by Company for the full amount of damages caused by Renter during the rental period, including reasonable attorney’s fees. (Likely damages: flat tires, \$8 includes tube and labor)

6. Late Return. If Renter returns the Bike to the designated return area more than 20 minutes after the scheduled “Time Back,” Renter shall forfeit his/her security deposit.

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

|                   |             |
|-------------------|-------------|
| <b>RENTER</b>     |             |
| _____             |             |
| <i>Signature</i>  |             |
| _____             |             |
| <i>Print Name</i> | <i>Date</i> |



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