



RENTAL AGREEMENT

Bike Rentals, Powered by Rolling Orange, Inc.

CONDITIONS OF RENTAL:

Wherever used herein, the term "equipment" shall include any equipment rented from Bike Rentals, Powered by Rolling Orange, Inc.. The customer understands and agrees that the equipment described in this contract remains the property of Bike Rentals, Powered by Rolling Orange, Inc., and that the failure by the customer to return said equipment to Bike Rentals, Powered by Rolling Orange, Inc. within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution.

EQUIPMENT AND RENTAL RATES:

www.rollingorangebikes.com

CHECKOUT AND RETURN:

All checkouts and returns of rented equipment shall occur between the hours of 10:00 am and 12:00 noon. A copy of the Customer's driver's license and/or other government-issued identification shall be required at the time of checkout.

PAYMENTS:

All payments shall be made up-front, by credit card. In addition to the up-front payment for the rental, the Customer shall pay a \$500.00 deposit (\$1,000.00 for a Cargobike), by credit card, to secure the return of the equipment in a condition acceptable under the terms of this Agreement.

RESPONSIBILITY FOR DAMAGE OR LOSS:

Customer agrees that he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace any and all lost, stolen, damaged, or broken parts or to reimburse Bike Rentals, Powered by Rolling Orange, Inc. for said equipment. Therefore, regardless of the party at fault, Customer understands and agrees to be responsible for the damage to said equipment. Customer accepts use of the equipment AS IS, in good condition, and accepts full responsibility for care of the equipment while under his/her possession.

Customer agrees to return the equipment in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Good condition means normal wear and tear is accepted, but does not include flat tires, broken spokes, rims, bent rims, damaged frames, handlebars, seats, or other parts from misuse and/or crashes. Damaged parts or components will be repaired and/or replaced at the shop's discretion, and Customer agrees to pay regular shop rates and retail prices for components replaced.

Bikes and other rental equipment are maintained on a daily basis. It is the responsibility of the Customer to check the equipment at the shop BEFORE setting out on any ride, and to advise the staff of any perceived problems with the condition of the equipment prior to departing the shop with the equipment.

HELMETS AND BICYCLE SAFETY:

Customer shall wear approved protective headgear at all times while using the equipment, and shall ensure that all passengers wear appropriately-sized and approved protective headgear at all times while using the equipment. Helmets are offered and recommended as part of this Rental Agreement. Customers who decline to rent and wear helmets have done so at their own will and their own peril.

CUSTOMER LIABILITY:

Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to the rental equipment. It is the Customer's responsibility to prevent the theft of the equipment and, if any of the equipment is stolen while in the Customer's possession, Customer agrees to pay the replacement cost of same. Customer shall properly secure or lock all rental equipment in legal locations when not in the Customer's possession.

UNAUTHORIZED DRIVERS, PASSENGERS, AND TOWING PROHIBITED:

No other person may drive or otherwise operate the bicycle except the Customer. Customer is prohibited from carrying any passengers on the bicycle at any time, except for a fellow Customer on a tandem bicycle designed to carry two passengers or a child riding in a Cargobike or on an approved child seat that is rented as part of the equipment. Customer may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars or crossbar at any time. Customer is prohibited from pulling or towing any passenger or object with the bicycle at any time, except when using towing equipment leased from and approved by Bike Rentals, Powered by Rolling Orange, Inc.



SUBLEASING PROHIBITED:

Customer understands and agrees that any subleasing or re-letting of rental equipment is prohibited and that any such sublease or re-letting shall immediately cause termination and cancellation of this Agreement.

TERMINATION OF AGREEMENT:

Customer agrees that Bike Rentals, Powered by Rolling Orange, Inc. has the right to terminate this agreement at any time and to re-take possession of said equipment, and for said purpose Bike Rentals, Powered by Rolling Orange, Inc. may enter upon the premises of the Customer without becoming liable for trespass.

DEPOSIT:

To rent the equipment, we require a security deposit for damages or loss on all equipment rented, in the form of signed and imprinted credit card authorization plus the driver's license, passport, or other government-issued photo ID of the Customer. Any deposit given by the Customer shall be applied to and guarantee the faithful performance of all the provisions of this Agreement and all repairs necessary to said equipment. If any action is brought to enforce any of the terms of conditions of this Agreement, or to recover any sums due to hereunder, Customer agrees to pay all attorneys' fees, court costs, or other expenses of Bike Rentals, Powered by Rolling Orange, Inc.

COMPLIANCE WITH LOCAL LAWS:

The Customer hereby agrees to obey all New York City traffic laws and regulations while riding, as well as the traffic laws and regulations of any other local, state, or federal jurisdiction into which the Customer takes the equipment. The Customer shall not use cellular telephones or cameras while riding.

LATE RETURN FEE:

An additional day's rental fee will be charged for each day customer keeps equipment after the return date & time specified on this contract. All equipment must be returned directly to Bike Rentals, Powered by Rolling Orange, Inc.

OTHER TERMS AND CONDITIONS:

This Agreement, and any rights, duties, and obligations as between the parties to this Agreement, shall be governed by and interpreted solely in accordance with the laws of the State of New York and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of New York and shall be within the exclusive jurisdiction of the state courts of the State of New York, and the venue for such litigation shall be within the City of New York.

- I AGREE TO NOT RIDE OR USE RENTAL EQUIPMENT IN ANY RIVER, STREAM, LAKE, OR OTHER BODY OF WATER.
- I AGREE NOT TO RIDE ON TRAILS, PATHS, OR ROADS THAT ARE CLOSED OR TO TRESPASS ON POSTED LAND.
- I AGREE TO NOT CHANGE OR SUBSTITUTE ANY PARTS ON THE BICYCLE OR OTHER EQUIPMENT.
- I ACKNOWLEDGE FULL RESPONSIBILITY FOR THE SAFETY OF MY GROUP AND AGREE THAT ALL MEMBERS WILL RIDE SAFELY AND RESPONSIBLY.
- I UNDERSTAND THAT I AM RESPONSIBLE FOR RETURNING ALL EQUIPMENT LISTED BELOW AND THE COST OF ANY LOST OR REPAIRED EQUIPMENT WILL BE CHARGED TO MY CREDIT CARD.
- FINALLY, I AGREE TO COMPLY WITH ALL OF THE TERMS AND CONDITIONS OUTLINED IN THIS AGREEMENT.

DATE: _____

PARTICIPANTS SIGNATURE: _____ *(Over 18 yrs old)*

PRINTED NAME: _____



Bike Rentals, Powered by Rolling Orange, Inc.

BICYCLE RENTAL ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

ASSUMPTION OF RISK:

I understand and accept that renting this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property.

I understand and acknowledge that bicycling is a hazardous activity and entails known and unanticipated risks which could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. The risks include among other things, without limitation: falling; collision with highway or roadway vehicles; striking obstructions or other person; unsafe speed of travel for conditions; equipment failure; adverse weather conditions, moisture, terrain, and the like, including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration); changing weather conditions; variation or steepness in terrain; mechanical and structural failure of the equipment; difficulty or inability to control one's speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collision with exposed rock, snow, ice, earth, trees, or other natural or man-made objects; collision with pedestrians, vehicles or other cyclists; changes or variations in the cycling surface; failure to cycle safely or within one's own ability; and the negligence or willful misconduct of other cyclists.

I understand that such risks cannot be eliminated by Bike Rentals, Powered by Rolling Orange, Inc., or its officers, agents, employees, and affiliates, without jeopardizing the essential qualities of this activity.

I also understand I should be in good physical health to participate in bicycling.

My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

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 the equipment and participating in bicycling.

I agree, and knowingly, intelligently and voluntarily agree, to accept and assume all of the risks existing in this activity.

I understand the inherent risk involved in using this equipment, and I accept full responsibility for any and all such damage or injury which may result.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT.

WAIVER AND RELEASE:

In consideration of Bike Rentals, Powered by Rolling Orange, Inc. renting me this bicycle, I specifically release and forever discharge Bike Rentals, Powered by Rolling Orange, Inc., and its officers, agents, employees, and affiliates from any and all liability, claims, demands, and causes of action of any nature whatsoever for injury, illness, death, or loss of or damage to property which I or any member of my family may suffer while renting this bicycle and participating in bicycling, and I hereby waive any rights to sue or assert such claims or causes of action against Bike Rentals, Powered by Rolling Orange, Inc. and its officers, agents, employees, and affiliates.

This discharge and release specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Bike Rentals, Powered by Rolling Orange, Inc. or its officers, agents, employees, and affiliates.

It is my intent by this Assumption of Risk, Waiver and Release Agreement to release Bike Rentals, Powered by Rolling Orange, Inc. 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 Bike Rentals, Powered by Rolling Orange, Inc. or its officers, agents, employees, and affiliates, 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 Bike Rentals, Powered by Rolling Orange, Inc. or its officers, agents, employees, and affiliates, even if they or any of them negligently cause my injury, illness, death or damage.

I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I understand and agree that any insurance coverage I maintain, whether liability, casualty, personal or health, shall constitute the primary coverage in the event of any loss, injury, death or damage to person or property while using or operating the rented equipment.

I hereby agree to defend, protect, indemnify and hold harmless Bike Rentals, Powered by Rolling Orange, Inc., and its officers, agents, employees, and affiliates, from all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, in any way connected with, or resulting from my participation in this activity and/or my use of the rented equipment, including without limitation the possession, use, operation, or return of the equipment, including any such claims which allege negligent acts or omissions on the part of Bike Rentals, Powered by Rolling Orange, Inc. or its officers, agents, employees, and affiliates.



Should Bike Rentals, Powered by Rolling Orange, Inc. or anyone acting on its behalf, be required to incur attorney's fees and costs to enforce this Agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I agree that Bike Rentals, Powered by Rolling Orange, Inc. is and shall not be responsible if I cause injury to another person or if I damage another bicycle, vehicle or other personal property of another. I hereby agree to protect, defend, indemnify, and hold harmless Bike Rentals, Powered by Rolling Orange, Inc., and its officers, agents, employees, and affiliates, and to pay any claim, including attorneys' fees, brought by a third party arising out of my use of the equipment and for any liability associated with any personal accident and/or injury as a result of my use of the equipment.

I further certify that I have adequate medical or health insurance to cover any medical assistance I may require, and that any passengers or persons for whom I am responsible also have adequate medical or health insurance to cover any medical assistance they may require.

I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition.

I realize the importance of wearing a helmet and I hereby commit to wearing a helmet at all times while riding the bicycle.

- 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.
- I understand how to operate the rental bicycle's gears and brakes and adjust the seat and quick releases.
- I understand the rented bicycle may not have visibility enhancement equipment, such as reflectors, blinking lights, or other lights.
- I acknowledge that the staff of Bike Rentals, Powered by Rolling Orange, Inc. have answered any questions I have had.

This Agreement, and any rights, duties, and obligations as between the parties to this Agreement, shall be governed by and interpreted solely in accordance with the laws of the State of New York and no other jurisdiction. Any litigation involving the parties to this Agreement shall be brought solely within the State of New York and shall be within the exclusive jurisdiction of the state courts of the State of New York, and the venue for such litigation shall be within the City of New York.

This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, legal representatives, and assigns, as well as upon me.

I have read this entire Assumption of Risk, Waiver and Release Agreement. I fully understand the entire Agreement and acknowledge that I have had the opportunity to review this Agreement with an attorney of my choosing if I so desire, and I agree to be legally bound by the Agreement.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS.

I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

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.

PARTICIPANTS SIGNATURE: _____ **(Over 18 yrs old)**

PRINTED NAME: _____

FURTHERMORE I AGREE TO THE TERMS OF THE ABOVE RENTAL AGREEMENT WITH BIKE RENTALS, POWERED BY ROLLING ORANGE, INC.