



CONTRACT AND RELEASE

Please read this Contract and Release carefully. It limits your legal rights. This Contract and Release is entered into by and between Bay Bikes of Monterey, Inc. D.b.a Bay Bikes, Bay Bikes of Carmel, Bay Bikes or Monterey and the adult whose name and signature appear below, and the participants whose names appear below (together, said adults and minors are the "participants"). It is hereby agreed as follows

RELEASE

In consideration of being permitted to rent and operate the Equipment, the use of which is hereby acknowledged to be an inherently dangerous and risky activity, each adult Participant, on his own behalf, on behalf of all accompanied minors and with respect to whom said adult Participant is the legal guardian (the "Minors"), and on behalf of his/her spouse, and the legal representatives, heirs, and assigns, of him/herself and on the Minors (each of the foregoing is a "Releasor"), does hereby release, waive, and discharge all claims which may arise against Bay Bikes of Monterey, INC and their officers, directors, managers, shareholders, owners, employees, and agents and the successors, assigns, and heirs of each of the foregoing, (each of the foregoing is a "Releasee") in connection with the use of the Equipment (collectively, the "Released Claims"), and does hereby covenant not to sue the Releasees, for the Released Claims, whether arising out of the negligence of the Releasees or otherwise. Releasors agree to indemnify and hold harmless Releasees from any claim, liability, loss, damage, or cost, including attorneys' fees, which Releasees, or any of them, may incur directly or indirectly in connection with Releasors' participation in the Activity or Releasor's assertion of a Released Claim, including, without limitation, misrepresentations in connection with the rental of the Equipment and execution of this Contract and Release, whether in an individual capacity, as guardian of a Minor, or otherwise. Releasors acknowledge and assume the risks of using the Equipment, including the risk of serious bodily injury to self and others, death, and property damage, and assume full responsibility for these risks, whether due to the negligence of the Releasees. Or otherwise, while using the Equipment. The risks inherent to the use of the Equipment include, without limitation, the hazards posed by slips, falls, collisions, and drowning, due to caused including equipment failure, rough or broken pavement, negligent or unlawful conduct of the Participant and/or other individuals, collisions with natural or manmade objects or other individuals, adverse weather conditions, proximity to water which may be unpatrolled by lifeguards, and encounters with animals. Releasors agree that this Release is governed by, and intended to be as broad and inclusive as permitted by, the laws of the State of California (without reference to the principles of conflicts of law thereof) and that should any term of the Release be held invalid by a court of competent jurisdiction, the remaining provisions shall remain effective.

REPRESENTATIONS AND SIGNATURES

Each Participant freely and voluntarily assumes the risks of using the Equipment. Each Participant acknowledges that he/she has executed the Contract and Release in order to use the Equipment. For each Participant, the adult Participant signing on his/her behalf represents and warrants to Bay Bikes that he/she is the legal guardian of that minor and possesses full legal authority to release and waive claims, and to covenant not to sue, on that minor's behalf. The undersigned has read the Contract and Release in its entirety. Bay Bikes recommends that all Participants wear a helmet and other safety gear and seek instruction from Bay Bikes staff in the safe operation of the rented equipment. Bay Bikes requires Participants under 18 years of age to wear a helmet! Helmet and safety gear are provided free to all Participants

EQUIPMENT RENTAL

Bay Bikes hereby rents to participants, and participants hereby rent from Bay Bikes, the equipment described in the Open Receipt issued in connection herewith and incorporated herein by reference (the "receipt"), for the period and the fees specified therein, subject to the terms of this Contract and Release. All rentals are for a one (1) hour minimum, and prorated for each additional fifteen (15) minute period or portion thereof. Daily rentals are due back the same day by closing time. No refunds will be issued for equipment that was returned prior to the due back date and due back time. Participants assume full responsibility for the bicycles, quad cycles, and any other equipment rented (collectively, the "Equipment") and agree to compensate Bay Bike for damages caused to the Equipment, excluding normal wear and tear ("Damages"), and for theft, during the rental period and for such time thereafter until the Equipment is returned to Bay Bikes.

Participants may purchase a "Damage Waiver", which covers 100% of Damages (excluding negligence on the part of the participants), and a "Damage and Theft Waiver", which covers 100% of Damages (excluding negligence on the part of the participants), and 50% of the replacement cost of the equipment in the event of theft. In case of theft, the Participants will be charged the full retail value of the Equipment on the day of the theft, and will be reimbursed 50% of the retail value within 30 days of that date, provided that the Participants in question assist in the prompt filing of a police report. A "Waiver" must be elected prior to receiving the Equipment.

I, the Participants understand and agree that I am responsible for any costs associated with **unpaid rental fees, damage and/or theft to the rental equipment (unless waiver is purchased)** and I authorize Bay Bikes to charge my credit card, which I provided for deposit, in an amount not to exceed \$500 per bicycle and \$5000 per multi-passenger equipment.

I have read and understand the above Release and Equipment Rental Rules and Conditions

I am aware of the optional waivers and my decision is indicated next to the equipment rented.

Signature: _____

Date: _____

NAME (PLEASE PRINT): _____

Cell Phone # _____

How Did you here about us? Ad / Newspaper / Phone Book / Other _____

Hotel: _____

Rental Rules and Conditions

1. I / we will follow all the rules and regulations of bicyclists as required by the State of California.
2. I / we take full responsibility for lost or stolen equipment and/or accessories.
3. I / we will not ride any equipment if it has a flat tire, or is in any way mechanically unfit for riding.
4. I / we will not ride or walk a rented bicycle in or on the ocean or beach. We also agree not to leave the bike exposed to the elements overnight. Otherwise, I / we agree to pay \$150 per bike for an overhaul cleaning of the cycle.
5. Any damage incurred by the customer(s) must be paid at the time of return including flat tires, broken spokes, bent rims, dents and any other related damages.
6. No REFUNDS will be issued for any unforeseen mechanical problems, including **flat tires**.
7. I/ We will only ride 4-wheel Surrey(s) on the recreational trail.
8. **BROKEN OR BENT PEDAL/CRANK ARM COSTS \$20.00 per ITEM.**
9. I/ We understand that you must be 16 years of age to steer a Surrey.
10. A \$25 per bike charge will apply for all cycles returned after the posted closing time.

I have read and understand the above Rules and Conditions.

I am aware of the optional waivers and my decision is indicated next to the equipment rented below.

(X) Signature: _____ Date: _____

<u>SURREY RENTAL</u>				
Participant Name:	Large Surrey <small>(Qty)</small>	Small Surrey <small>(Qty)</small>	Damage & Theft Coverage \$5.00	Damage Only Coverage \$3.00
			Y / N	Y / N

HELMETS	_____ X _____	_____ = _____	*CA Law requires all riders under the age of 18 to wear a HELMET when cycling
	Number of Participants OVER 18	Number of Helmets	

<u>BICYCLE RENTAL</u>														
Participant Name(s):	Comfort	Hybrid	Road	Cruiser	Mountain	Tandem	Youth bike	Kid Seat	Trailer	Trail-a-bike	Stroller	Jogger	Damage & Theft Coverage \$5.00	Damage Only Coverage \$3.00
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Y / N	Y / N
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Y / N	Y / N
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Y / N	Y / N
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Y / N	Y / N
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Y / N	Y / N
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	_____	Y / N	Y / N

Lock(s) Issued:	Guest INTIAL:	Employee INTIAL:	Lock Number(s):	LOCK(S) RETURNED:
Y / N	_____	_____	_____	_____