

EBIKE/BIKE TOUR/RENTAL EQUIPMENT USE AGREEMENT and ASSUMPTION OF RISK AND LIABILITY WAIVER

Please read and be certain you understand the implications of signing this document. Participant understands signed waiver is valid for any Lamoille Valley Bike Tours rentals or tours for the current season.

1. I accept for use as is the equipment listed on this form and accept full responsibility for the care and use of the equipment while it is in my possession.
2. I will be responsible for the replacement at full retail value of any equipment rented under this form but nor return to, or returned damaged to the shop. Participant accepts responsibility for the same while in possession and agrees to return all rental equipment at or before the termination of the rental and/or tour period
3. I understand that no other person may drive or otherwise operate the rental equipment (bicycle) except the Customer. 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 Lamoille Valley Bike Tours
4. I agree to 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 required as part of this Rental Agreement. Customers who decline and wear helmets have done so at their own will and their own peril.
5. I agree to obey all Vermont traffic laws and regulations while riding and shall not use electronic devices while riding.
6. I declare that I am physically fit and that I have no physical or mental condition(s) that should preclude me from participating in my chosen activity, that I am not participating against medical advice or treatment and that I have not been diagnosed by a registered doctor as having a terminal illness.
7. I agree to hold harmless and indemnify, Lamoille Valley Bike Tours and its owner, agents and employees for any loss or damage including any that results from claims for personal injury or property damage related to the use of this equipment, except reasonable wear and tear.
8. I agree to return all rental/demo equipment by the agreed date/time in clean condition to avoid any additional charges.
9. I understand and acknowledge that there are inherent and other risks involved in the sport for which this equipment is to be used, biking/ebiking, that entails known and unanticipated risks that may result in injury, illness, or death and I freely assume those risks.
10. I hereby release Lamoille Valley Bike Tours and its owners, agents and employees from any and all liability for damage and injury to myself or any person or property resulting from negligence, installation, maintenance, the selection, adjustment and use of this equipment, accepting myself the full responsibility for any and all such damage or injury which may result
11. I have made no misrepresentation to Lamoille Valley Bike Tours in regard to my height, weight, age, or fitness level.
12. All instructions on the use of the rental equipment have been made clear to me and I understand the function of my equipment.
13. I hereby grant Lamoille Valley Bike Tour, LLC permission to use my likeness in a photograph , video, or other digital media (photo) in any and all of its publications, including web-based publications, without payment or other consideration. Please note: If you DO NOT agree please speak with the guide/tour operator to confirm your likeness is not used in media.
14. Failure to return the rental property when it is due or upon notice of return or the presenting of false, fictitious, or misleading identification may be considered as evidence of an intention to commit larceny.

I, the undersigned have read and understood the rental and release agreement above AND I FULLY UNDERSTAND ITS TERMS AND UNDERSTAND THAT I HAVE GIVEN UP LEGAL RIGHTS BY SIGNING IT, AND I SIGN IT VOLUNTARILY UNDER MY OWN FREE WILL.

Signature: _____ Date: _____

Printed Name: _____

Parent(s) or court-appointed legal guardian(s) must sign for any participating minor (those under 18 years of age) and agree that they and the minor are subject to all the terms of this document, as set forth above.

Signature: _____ Date: _____

Printed Name: _____