

DANDY HORSE BIKES 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 risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. 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 this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result.

Waiver And Release: In consideration of Dandy Horse Bikes renting me this bicycle, I specifically release and forever discharge Dandy Horse Bikes and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Dandy Horse Bikes or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Dandy Horse Bikes 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 Dandy Horse Bikes 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 Dandy Horse Bikes or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

_____ I realize the importance of wearing a helmet. A helmet has been recommended to me by Dandy Horse Bikes. If I do not wear a helmet I am doing so at my own will.

_____ 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 that there are no bicycle lanes on Cortes Island.

_____ Dandy Horse Bikes staff have answered any questions I have had.

_____ I understand these bicycles may not have visibility enhancement equipment such as blinking lights.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. 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.

Date: _____ Print Name: _____ Signature: _____

Credit Card Number: _____ Expiry: _____

Address: _____ City: _____ Postal Code: _____

Country: _____ Telephone Number: _____

Age (if under 18): _____ Parent or Guardians Signature: _____