



AGREEMENT TO RENT BICYCLES AND RELEASE OF LIABILITY

Date: _____

This is an agreement between _____ (Name) and **City Bikes**, a company organized and existing under the laws of the State of Florida, with its principal office located at 20335 Biscayne Blvd., #L36 Aventura FL 33180, (referred to herein as "Company"):

Whereas the undersigned Renter wished to rent from Company the bicycle described at bottom of this form and hereinafter referred to as Bicycle.

Now therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this rental shall commence on 10/24/14 and terminate on 10/27/14

Renter agrees to pay City Bikes the sum of \$250 in advance, as rent.

Renter agrees to authorize a hold on their credit card of \$1,600 in case of loss or damage.

2. Renter shall use Bicycle in a careful and proper manner, shall comply with all applicable laws and regulations, and shall maintain the Bicycle in good repair and condition. Renter assumes all risks of loss and damage to the Bicycle from any cause whatsoever and agrees that the Bicycle will be returned to City Bikes in the same appearance and condition as when received, ordinary wear and tear accepted.

3. Renter acknowledges that cycling is an inherently dangerous sport in which Renter participates at his/her own risk; and further acknowledges that City Bikes will not rent a Bicycle to me unless I sign this agreement which includes as waiver, release and assumption of risk agreement.

4. The undersigned does hereby agree to, covenant to, and represent the following:

a. I, on behalf of myself, my heirs, assignees and personal representatives, do release and forever discharge City Bikes, its employees, officers, and agents (all which are hereinafter jointly and severally referred to as Released Parties) from any and all liability, claim, loss, cost or expense, arising directly or indirectly from, or attributable in any legal way to, any negligence, action or omission to act of Release Parties that results from my rental of said Bicycle(s).

b. I, on behalf of myself, my heirs, assignees and personal representatives, do hereby waive and promise not to sue on any such claims against Released Parties arising directly or indirectly from or attributable in any legal way to, any negligence, action or omission to act of Released Parties that results from my rental of said Bicycle(s)

c. I currently have no known physical or mental condition that would impair my capacity to safely use said Bicycle as intended or expected except for: (specify)

X _____

_____ (if non write NONE)

d. I hereby assume all risks associated with using this Bicycle and I do release the Released Parties for any injuries to me that may occur during my use of said Bicycle. I certify that the information of this document, as entered by me, is truthful.

e. I, on behalf of myself, my heirs, assignees and personal representatives, agree to indemnify and save Released Parties harmless for any and all liability, claim, loss, cost or expense, arising directly or indirectly from, or attributable in Released Parties that results from my rental of said Bicycle.

WITNESS our signatures on _____ (date).

City Bikes

By: _____

RENTER

Brand: _____ **Model :** _____ **Size:** _____

Serial Number (if any): _____