



ISLAND BICYCLES

910-454-0479

1324 Long Beach Road, Southport, NC 28461
ISLANDBICYCLESNC.COM

AGREEMENT FOR USE OF BICYCLE, RELEASE, AND WAIVER OF LIABILITY

Name _____ Date _____

Local Address _____ Cell Phone # _____

Bicycle # _____ Rental Helmet Y/N _____ Helmet # _____

Rental Start Date _____ Rental End Date _____

PLEASE READ CAREFULLY BEFORE SIGNING:

SECTION I: RELEASE: Renter/Participant agrees that this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY is governed by, and intended to be as broad and inclusive as permitted by the laws of North Carolina and that the jurisdiction for any claims is only in The Courts of Brunswick County, North Carolina. By signing this form, I am acknowledging that I am physically and mentally able to ride a bicycle and I am familiar with riding a bicycle and the risks involved with this activity. I expressly assume all risk of loss, damage or injury as a result of participating in usage, and/or riding, including the risk due to Island Bicycles LLC's negligence. I agree to fully release and discharge Island Bicycles LLC for any damages, injuries or claims, including but not limited to myself or any other person or property, as a result of my use of the bicycle. I fully understand and agree to release Island Bicycles LLC for its negligence in causing whole or in part any injury to me.

SECTION II: EQUIPMENT RENTAL: All rentals are due back 15 minutes before closing time. Late returns are subject to fees. Participants assume full responsibility for the bicycle and any other equipment included in the rental. Participants agree to compensate Island Bicycles LLC, at the full retail value, for damages and/or theft of any equipment during rental period. Island Bicycles LLC is not responsible for participants who incur

equipment malfunction (i.e., flat tire) during the rental period. Island Bicycles LLC will do its best to resolve any malfunctions, but this service is not guaranteed.

SECTION III: REPRESENTATIONS AND SIGNATURES: Each participant freely and voluntarily assumes the risks of using the equipment. Each participant acknowledges that he/she has executed this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY in order to use the Equipment. For each participant who is a minor, the adult participant signing on his/her behalf represents and warrants to Island Bicycles LLC 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. By signing this form I am acknowledging that I am at least 18 years of age. By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Island Bicycles LLC from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

SECTION IV: HELMETS & LOCKS: Helmets and locks are provided with each rental. The State of North Carolina requires children under the age of 16 to wear a helmet.

I have read, understood and agree to the above terms this _____ day of _____, 20_____.

X _____
Participant's Name

X _____
Participant's Signature

Age 18 or under: I certify that I am the parent or guardian of the child(s) who will be riding a rental bike rented from Island Bicycles LLC. I hereby agree that all of the foregoing terms and conditions also apply to my child/ward.

X _____
Parent/Guardian Signature

Date _____