

# BOISE GUEST HOUSE BICYCLE RENTAL AGREEMENT AND POLICIES

## 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 unavoidable 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, and I accept full responsibility for any and all such damage or injury which may result.

**WAIVER AND RELEASE:** In consideration of the Boise Guest House renting me this bicycle, I specifically release and forever discharge the Boise Guest House 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 the Boise Guest House or its affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release the Boise Guest House and hold it harmless from all liability for any property loss or damage, personal injury or loss of life, whether caused by the negligence of the Boise Guest House 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 the Boise Guest House or its affiliates, officers, agents, or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I hereby acknowledge and agree to the following rental agreement terms and conditions: Initial Below

\_\_\_\_\_I realize the importance of wearing a helmet. A helmet has been recommended to me by the Boise Guest House. If I do not wear a helmet I am doing so at my own risk.

\_\_\_\_\_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 limited bike lanes in Boise and many one-way streets with limited visibility.

\_\_\_\_\_I understand that these bicycles may not have visibility enhancement equipment such as blinking lights.

\_\_\_\_\_The Boise Guest House staff has answered any questions I have had.

\_\_\_\_\_Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

\_\_\_\_\_It is the responsibility of the client to check the bike before setting out on any ride. Customer agrees to return the bike in clean, UNDAMAGED, condition to avoid any ADDITIONAL charges for repair, maintenance, or replacement. Customer accepts use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at the discretion of Boise Guest House, and customer agrees to reimburse the Boise Guest House for repair and/or replacement of components. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars seats or other parts damaged due to misuse and/or crashes. Customer is also responsible should theft occur while he/she is in possession of the bike, and agrees to reimburse the Boise Guest House for a replacement bike.

Note: All bikes should be returned free of mud and debris. Any bike not returned clean will result in a \$5 charge to the rental customer.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THAT 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.

FURTHERMORE, I AGREE TO THE TERMS OF THE BOISE GUEST HOUSE BICYCLE RENTAL AGREEMENT ABOVE.

Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

Telephone \_\_\_\_\_ Email \_\_\_\_\_

Age (if under 18) \_\_\_\_\_ Parent or Guardian's Signature \_\_\_\_\_