

Bike Ride San Diego
4012 Ashford St
San Diego, CA 92111

BICYCLE TOURING AND RENTAL AGREEMENT AND RELEASE

Rider's Name		Rider's Phone	
Rider's Birth Date		Rider's Email	
Rider's Address			

Bike Ride San Diego agrees to provide the following bicycle (the "Bike") to Rider, upon the condition that Rider agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

Bike ID	Bike Color

The Bike shall be used during the tour for the time period specified as follows:

OFFICE USE ONLY	}	Start Time		Time Back (Scheduled/ Actual)	
		Participants		Refreshments	
		TOTAL TOUR AMOUNT		Total Hours	
					_____ BRSD Rep Initials

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE COMPANY FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY COMPANY AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BIKE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims.

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Rider does hereby remise, release, and forever discharge Bike Ride San Diego (BRSD), BRSD's agents, servants, successors, heirs, executors, administrators and personal

representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Rider ever had, now has, or which Rider's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the Bike; or in any way arising out of the riding relationship between Rider and BRSD.

I hereby waive the provisions of section 1542 of the California Civil Code, which states: *"A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."*

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Rider hereby expressly agrees to indemnify and hold harmless BRSD, BRSD's agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Rider's use, misuse or abuse of the Bike.

Terms and Conditions

1. Assumption of Risk. Rider acknowledges that the activities for which the Bike is designed including touring dangers, including the risk of bodily injury and/or death. Rider assumes and accepts all risks associated with the use of the Bike.

Rider Initials

2. Acceptable Use. Rider agrees and acknowledges that he/she will be the sole operator of the Bike, and will use the Bike in a careful, safe and conscientious manner. Rider shall at all times observe and adhere to any rules and guidelines posted by BRSD, and any applicable laws or regulations.

3. Prohibited Activities. Rider shall not violate any of the following rules and regulations during his/her operation of the Bike:

- There is **no smoking** while on the Bike.
- There are **no alcoholic beverages** permitted while using the Bike.

4. Unsafe Use. If at any time BRSD determines that Rider has engaged in an unsafe or hazardous use of the Bike, BRSD may immediately terminate the touring. BRSD shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

5. Condition of Bike upon Return. Rider shall be responsible for any damage caused to the Bike during the touring period. Rider shall be billed by BRSD for the full amount of damages caused by Rider during the touring period, including reasonable attorney's fees.

Rider has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

RIDER
_____ <i>Signature</i>
_____ <i>Print Name</i>
_____ <i>Date</i>