



VELOCAMBRIA
BICYCLE RENTAL AGREEMENT, WAIVER AND RELEASE OF LIABILITY

READ THIS DOCUMENT COMPLETELY BEFORE COMPLETING AND SIGNING. ITS EFFECT IS TO RELEASE VELOCAMBRIA, A CALIFORNIA CORPORATION, FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATING IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST VELOCAMBRIA WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM SUCH NEGLIGENCE.

RENTER'S FULL NAME: _____ DATE: _____

PHONE NUMBER: _____

DATE OF BIRTH: _____ AGE: _____

This is a legally binding release, waiver, discharge and covenant not to sue, made voluntarily by me, the undersigned Renter, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, next of kin and assigns (hereinafter collectively, "Renter," "I" or "me", which terms shall also include Renter's parents or guardian, if Renter is under 18 years of age) to VeloCambria. As the undersigned Renter, I fully recognize that there are dangers and risks to which I may be exposed by participating in renting a bicycle and accessory equipment (the "Activities").

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

_____ Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

_____ Helmets are included in the rental, and are required to be worn at all times while riding bicycles rented from VeloCambria. If a customer is seen riding the rental bicycle without a helmet, they will immediately have to return the bicycle with no refund.

_____ Bikes are maintained on a daily basis. It is my responsibility to check the bike at the store BEFORE setting out on any ride.

I agree to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. I agree to properly secure/lock all borrowed equipment in legal locations when not in my possession. I accept the use of the equipment, AS IS, in good condition and accept full responsibility for care of the equipment while under my possession. Damaged parts or components will be repaired/replaced at the shop's discretion and I agree to pay regular shop rates and retail prices for components replaced. 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 from misuse and/or crashes. Note: All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed a one-hour additional fee. Hourly and daily rentals are due back 15 minutes before closing time. Late returns are subject to fees. I agree to provide VeloCambria with credit card details, for precautionary use only: I authorize VeloCambria to charge the credit card they have on file for me for all eventual costs in case of damages to the bicycle(s) during my rental period, comprehensive of labor, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing VeloCambria for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the rental.

I affirm that I have adequate medical or health insurance to cover any medical assistance I may require, and that any passengers or persons for whom I am responsible also have adequate medical or health insurance to cover any medical assistance they may require.

By renting VeloCambria equipment, I **CONSENT TO THE USE OF ANY PHOTOGRAPHS, PICTURES, FILM, OR VIDEOTAPE TAKEN OF ME** or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT:

Assumption of Risk: I understand and accept that renting this bicycle and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I fully understand that these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others, the condition in which the Activities take place, or the negligence of the "Releasees" named below. In addition, there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time; and I agree, covenant and promise to accept and assume all responsibility and risk for injury, death,

illness or disease, or damage to myself, my property, third parties or their property and or VeloCambria's property, arising from my rental of the bicycle (and equipment) and/or Activities. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. My rental of the bicycle (including any equipment) and participation in the Activities is purely voluntary, no one is forcing me to participate, and I elect to participate despite the risks.

Waiver and Release: In consideration of VeloCambria renting me/my child this bicycle, I specifically release and forever discharge VeloCambria and its affiliates, officers, owners, agents, and employees (collectively with VeloCambria, the "Releasees") from any and all liability or claims for injury, illness (including but not limited to COVID-19), death or loss of or damage to property which I/my child 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 Releasees. It is my intent to release VeloCambria 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 VeloCambria or whether based upon breach of contract, breach of warranty, or any other legal theory. I further agree that if despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, make a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney fees, loss, liability, or cost which may incur as the result of such claim. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this bicycle, as a result of the Activities or participating in bicycling, I will have no right to make a claim or file a lawsuit against the Releasees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

CALIFORNIA CIVIL CODE SECTION 1542 PROVIDES AS FOLLOWS:

"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."

THE **UNDERSIGNED**, BEING AWARE OF CIVIL CODE SECTION 1542, HEREBY EXPRESSLY WAIVES ANY RIGHTS WHICH I/MY CHILD MAY HAVE UNDER THIS LAW, AS WELL AS UNDER ANY OTHER STATUTES OR COMMON LAW PRINCIPLES OF SIMILAR EFFECT.

_____ I realize the importance of wearing a helmet. A helmet must be worn at all times.

_____ 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 agree not to lend the bike(s) to others while it is in my possession, and that if I were to do so, and that if they were to suffer a loss as a consequence, that that is my responsibility alone.

_____ I understand that there are no bicycle lanes in Cambria, California.

_____ I understand my rental bicycle(s) may not have visibility enhancement equipment such as blinking lights.

_____ I understand that I should not and may not participate in these Activities if I am under the influence of alcohol or drugs.

_____ VeloCambria staff have answered any questions I have had.

My signature below indicates that I have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this is the entire agreement between VeloCambria, its agents or employees, and myself and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of VeloCambria or by me. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. All Renters are subject to acceptance by VeloCambria. I accept that this agreement shall be governed for all purposes by California law, without regard to such law on choice of law.

SIGNATURE OF PARTICIPANT: _____ **DATE:** _____

ADDRESS: _____
(STREET) (CITY) (STATE) (ZIP CODE)

EMAIL: _____

(FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION ONLY)

SIGNATURE OF PARENT OR LEGAL GUARDIAN: _____ DATE: _____

PRINTED NAME OF PARENT/ LEGAL GUARDIAN: _____