

**Castell Land Company**  
**Bike Rental Equipment Agreement**  
**Waiver and Release of Liability Bicycles and Equipment Assumption of Risk**

**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; accept full responsibility for any and all such damage or injury which may result.

**Waiver and Release:** In consideration of Castell Land Company (“CLC”) renting me this bicycle, I specifically release and forever discharge CLC and its 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 CLC or its officers , agents, or employees. It is my intent by the Waiver and Release Agreement to release CLC 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 CLC or whether based upon breach of contract, breach or 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’m engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against CC or its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

**Conditions of Rental:**

Wherever user herein, the term “equipment” shall include any equipment rented from Castell Land Company (“CLC”). The customer understands and agrees that the equipment described in this contract remains the property of CLC and that the failure by the customer to return said equipment to CLC within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution. RESONSIBILITY FOR DAMAGE OR LOSS: Customer agrees he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair or replace lost or stolen, damaged or broken parts (including flat tubes and damaged tires), and/or to reimburse CLC for said equipment. Therefore, regardless of the party at fault, customer understands and agrees to be responsible for the damage to said equipment. CUSTOMER LIABILITY: Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to said equipment. this agreement, or to recover any sums due to hereunder, customer agrees to pay attorney fees, court costs, or other expenses.

I hereby commit to wearing a helmet at all times while riding the bicycle. Initial : \_\_\_\_\_

I understand that this activity may result in severe injury, including but not limited to spinal or head injury. Initial: \_\_\_\_\_

I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions. Initial: \_\_\_\_\_

I understand how to operate the rental bicycle's gears and brakes and adjust the seat and quick releases. Initial: \_\_\_\_\_

I understand that this bicycle does not have lights and that I will not ride when past dusk or dark. Initial: \_\_\_\_\_

I have carefully read and understand the above. I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily.

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Phone: \_\_\_\_\_

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