

Bicycle Rental Agreement and Release of Liability

Agreement made on the ____ day of _____, 2024, between **Bighead Bicycling** (2355 E Glenoaks Bl Glendale, CA 91206), referred to herein as **Renter**, and **Bighead Bicycling**, a company organized and existing under laws of the state of California, with it's principal office located at **2355 E Glenoaks Bl Glendale, CA 91206**, referred to herein as **Bighead Bicycling**.

Whereas the undersigned *Renter* wishes to rent from **Bighead Bicycling** the bicycle described as follows and hereinafter referred to as *Bicycle*:

*Manufacturer: _____

*Make/Model: _____

*Serial Number: _____

Now, therefore, for and in consideration of the mutual covenants contained in this agreement, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. The term of this rental agreement shall commence on _____ (date and time). *Renter* agrees to pay **Bighead Bicycling** the sum of \$_____, in advance, as rent.
2. *Renter* shall use *Bicycle* in a careful and proper manner, shall comply with all applicable laws and regulations, and shall maintain the *Bicycle* in good repair and condition. *Renter* assumes all risks of loss and damage to the *Bicycle* from any cause whatsoever and agrees that the *Bicycle* will be returned to **Bighead Bicycling** in the same appearance and condition as when received, ordinary wear and tear excepted.
3. *Renter* acknowledges that cycling is an inherently dangerous sport in which *Renter* participates at his/her own risk; and further acknowledges that **Bighead Bicycling** will not rent a *Bicycle* to me unless I sign this agreement which includes a waiver, release and assumption of risk agreement.
4. The undersigned does hereby agree to, covenant to, and represent the following:
 - a. I, on behalf of myself, my heirs, assignees and personal representatives, do release and forever discharge **Bighead Bicycling**, it's employees, officers, and agents (all of which are hereinafter jointly and severally referred to as **Released Parties**) from any and all liability, claim, loss, cost or expense, arising directly or indirectly from, or attributable in any legal way to, any negligence, action or omission to act of **Released Parties** that results from my rental of said *Bicycle*.
 - b. I currently have no known physical or mental condition that would impair my capacity to safely use said *Bicycle* as intended or expected except for (specify) _____ If none write NONE.
 - c. I hereby assume all risks associated with using this *Bicycle* and I do release the **Released Parties** for any injuries to me that may occur during my use of said *Bicycle*. I certify that the information on this document, as entered by me, is truthful.

- d. I, on behalf of myself, my heirs, assignees and personal representatives, agree to indemnify and save **Released Parties** harmless for any and all liability, claim, loss, cost or expense, arising directly or indirectly from, or attributable in any legal way to, my actions or any negligence, action or failure to act of **Released Parties** that results from my rental of said *Bicycle*.

WITNESS our signatures on this the _____ day of _____, 2024

By _____

RENTER