



62 Cumberland Circle
 Asheville, NC 28801
contact@applewoodmanor.com
www.applewoodmanor.com

Pickup: Date _____ Time _____

Return: Date _____ Time _____

The Applewood Manor Bicycle Rental Agreement & Waiver

As a Guest, I hereby acknowledge and agree to the following rental agreement terms and conditions:

- 1) Bikes are maintained regularly. It is my responsibility to check the bike at the store BEFORE setting out on any ride. To insure safety, I will double check the condition, including, but not limited to, the brakes, the wheel hubs (tight), and for any slack in or problem with all other mechanical or structural components.
- 2) Bicycles are rented out clean and in proper working condition and must be returned in the same manner.
- 3) Helmets are included in the rental, and are required to be worn at all times while riding bicycles rented from The Applewood Manor. If I am seen riding the rental bicycle at any time without a helmet, I will immediately have to return the bicycle with no refund. I will not let any other person ride the rental bicycle without the written consent of The Applewood Manor.
- 4) I agree to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. I accept use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while in my possession. Damaged parts or components will be repaired/replaced at the Applewood Manor's discretion and I agree to pay reasonable bike 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 an additional fee of \$25. Daily rentals are due back by 8:00PM.
- 5) I authorize The Applewood Manor 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 The Applewood Manor for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

FULL NAME: _____

BICYCLE ID# & DESCRIPTION _____

SIGNATURE _____

DATE _____

DAILY/HOURLY RATE: \$ _____

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT (initial next to all sections):

_____ **Assumption of Risk:** I understand and accept that renting this bicycle and participating in bicycling exposes me 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 also understand I should be in good physical health to participate in bicycling, and I confirm that I have no significant health issues that prevent me from participating in bicycling. I have no medical conditions, nor have I been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child 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 rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

_____ **Waiver And Release:** In consideration of The Applewood Manor renting me this bicycle and any related equipment, I specifically release and forever discharge The Applewood Manor and its affiliates, officers, agents, employees, and any other related person or entity 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 Applewood Manor or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release The Applewood Manor and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by me or others associated with me and caused by the negligence of The Applewood Manor 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 Applewood Manor or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

_____ **Binding on Others:** I agree that the obligations contained in this document shall also apply to my estate, administrators, executors, heirs, successors and the like.

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

_____ I understand that this activity is very dangerous and may result in death and severe injury, including but not limited to spinal and head injuries.

_____ I understand that this activity may result in hazards posed by others, including bicyclists and traffic or road conditions.

_____ The Applewood Manor staff have answered any questions I have had.

_____ I understand these bicycles may not have visibility enhancement equipment such as blinking lights.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND SHALL NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Print Name: _____ **Signature** _____

Date: _____