

Frame Up Bikes Rental Agreement and Release

You are paying for a rental of the equipment of Frame Up Bikes and this Bike Rental Agreement and Release ("Agreement"), sets out the terms and conditions associated with such use. Your use of the equipment is specifically subject to the following terms and conditions, and your removal of the equipment from FUB shall be deemed acceptance of these terms and conditions.

- Any part broken during your possession and/or use of the equipment will be chargeable to you at FUB's discretion.
- Tire punctures will be repaired by Frame Up Bikes at your expense.
- Any damage caused from whatever cause shall be paid for by you.
- Theft is a growing issue and it is the customer's responsibility to make sure the bike and all equipment is secured appropriately when not in use or unattended. You shall be obligated to pay the full retail price for the Loss of the bike and/or any equipment.
- You shall use reasonable and recognized means to secure the bike and/or equipment during transport, using only racks and equipment that is suitable and in good condition to accomplish such transport.
- Lift and shuttle access is off limits on rental bikes.
- You shall wear a proper helmet and other protective equipment during all use of any bike or equipment.
- You shall not remove, change, add or modify any components or parts on the bike.
- You shall ride on trails and areas that are suitable for your skill and experience, and take all precautions and time to learn the characteristics of all trails that you will be riding with the bike.
- You will not allow any person to ride or operate the bike, unless he/she has signed a Frame Up Bikes Rental Agreement and Release.
- You shall not use alcohol or be under the influence of any drugs while using the bike.

DEPOSIT

A deposit of \$1,500.00 U.S. or the retail value of the equipment whichever is less is required for every bike that is taken out as a rental. We will place an authorization hold on the credit card account which will then be released once the bike is returned and inspected for any damages. Frame Up Bikes is hereby authorized to use the credit card account to collect for any damage to or loss of the bike, without further consent or authorization from you. The hold can take up to two weeks to clear the relevant account. Any bike returned late will be subject to a fee twice the original rental amount.

ACCEPTANCE OF RISK

I understand and accept that riding a bike exposes me to many hazards and may cause death, personal injury, and loss of or damage to property. By signing this document, I accept such risks and hereby assume to the greatest extent allowed by law all risk of injury or loss of life to myself and to others, and loss of or damage to property that may occur while riding this rental bicycle. I understand the risk involved in using this bicycle and I accept full responsibility for any and all damage or injury which may result.

COMPLETE WAIVER AND RELEASE

IN CONSIDERATION FOR BEING ALLOWED TO TAKE AND USE THE RENTAL BICYCLE, I HEREBY RELEASE, WAIVE AND FOREVER DISCHARGE FRAME UP BIKES, LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, 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 OR CAUSE ARISING FROM MY POSSESSION OR USE THE BIKE AND ASSOCIATED EQUIPMENT, AND PARTICIPATING IN CYCLING. THIS DISCHARGE SPECIFICALLY INCLUDES, BUT IS NOT LIMITED TO, LIABILITY OR CLAIMS FOR INJURY ILLNESS, DEATH OR DAMAGED CAUSED BY THE NEGLIGENCE OR OTHER FAULT OF FRAME UP BIKES, LLC, ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS AGENTS, OR EMPLOYEES. IT IS MY INTENT BY THE WAIVER AND RELEASE AGREEMENT TO RELEASE FRAME UP BIKES, LLC AND HOLD IT HARMLESS FROM ALL LIABILITY, INJURY, ILLNESS, DEATH TO MYSELF OR OTHER, AND FOR ANY SUCH PROPERTY LOSS OR DAMAGE, PERSONAL INJURY OR LOSS OF LIFE, TO THE GREATEST EXTENT ALLOWED BY LAW WHETHER CAUSED BY THE NEGLIGENCE OF FRAME UP BIKES, LLC OR WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, OR ANY OTHER LEGAL THEORY. BY SIGNING THIS DOCUMENT, I FULLY RECOGNIZE THAT IF INJURY, ILLNESS, DEATH OR DAMAGE OCCURS TO ME OR OTHERS WHILE ENGAGED IN RENTING THIS BICYCLE OR PARTICIPATING IN CYCLING, I WILL HAVE NO RIGHT TO MAKE A CLAIM OR FILE A LAWSUIT AGAINST FRAME UP BIKES, LLC OR ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS, AGENTS OR EMPLOYEES, EVEN IF THEY NEGLIGENTLY CAUSED MY INJURY, ILLNESS, DEATH, OR DAMAGE. I ACCEPT FULL RESPONSIBILITY FOR THE COST OF TREATMENT FOR ANY INJURY SUFFERED ARISING FROM MY USE OR POSSESSION OF THE BIKE AND ASSOCIATED EQUIPMENT.

IN ADDITION, AND AS SPECIFIC CONSIDERATION FOR ALLOWING USE OF THE BIKE, I SHALL HOLD HARMLESS, DEFEND AND INDEMNIFY FRAME UP BIKES, LLC FROM AND AGAINST ANY AND ALL CLAIMS ARISING OUT OF MY USE OR POSSESSION OF THE BIKE, INCLUDING THE OBLIGATION TO PAY ALL ATTORNEYS' FEES AND COSTS INCURRED BY FRAME UP BIKES, LLC.

I have carefully read this agreement in its entirety and understand its content. I am aware this is an acceptance of risk, waiver and release and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol and/or drugs.

Signature: _____ Date: _____

Print Name: _____ DOB of Renter: _____

TO BE COMPLETED BY THE PARENT OR GUARDIAN OF ANYONE UNDER THE AGE OF 18

I _____ DO HEREBY AGREE TO HOLD HARMLESS, INDEMNIFY AND DEFEND FRAME UP BIKES, LLC ITS AFFILIATES, OFFICERS, DIRECTORS, SHAREHOLDERS AGENTS, OR EMPLOYEES TO THE GREATEST EXTENT ALLOWED BY LAW FROM AND AGAINST ANY CLAIM, DEMAND, INJURY, SUIT OR ACTION THAT MAY BE COMMENCED BY ANYONE ARISING OUT OF THE USE OR POSSESSION OF THE BIKE BY THE PRINCIPAL SIGNATOR/USER, INCLUDING THOSE RAISED BY SUCH PRINCIPAL SIGNATOR/USER. SUCH DUTY SHALL INCLUDE THE OBLIGATION TO PAY FOR ALL OF FRAME UP BIKES, LLC'S ATTORNEYS' FEES AND COSTS IN DEFENDING ANY SUCH CLAIM, DEMAND, INJURY, SUIT OR ACTION.

Signature: _____ Date: _____

Print Name: _____