

**LEGALLY BINDING BIKE RENTAL AGREEMENT, Release, Waiver, Discharge and Covenant Not to Sue** (collectively, "Release"), made voluntarily by me, the undersigned Rider, (hereinafter collectively, "Rider," "I" or "me"), on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives made with Eugene Electric Bicycles, LLC and all its members, at 645 River Road, Eugene, Or 97404 ("Owner") for rental of Bike #:(specified on Signature page), and all its equipment, tools, tires, accessories, keys, and attached documents ("Bicycle") on date/time of rider signature and remaining in full force and effect until bicycle is returned to Owner.

I will not: operate the bicycle or permit it to be operated in violation of law, including but not limited to cycling under the influence of alcohol or drugs, or in breach of rules and regulations of road traffic; transport passengers or goods; operate the bicycle on sidewalks, roadways not regularly maintained, or on any roads, beach, driveway, or surface likely to cause damage to the bicycle; or in any other area restricted by county laws. Where possible I will use bike paths and bike lanes.

I fully recognize that there are **dangers and risks** to which I or others may be exposed by operating Owner's bicycle, including unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. *I understand I should be in good physical health to participate in bicycling.* I recognize that cycling requires me to be experienced, law abiding, and defensive. Therefore, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with operating Owner's bicycle, and I release Owner from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I or others may suffer at any time arising from or in connection with operating owner's bicycle, including any injury or harm to me or others, my or others' death(s), or damage to my or others' property (collectively "Liabilities"), and I agree to defend, indemnify, and save owner harmless from and against any and all liabilities, except to the extent caused by owner's gross negligence or willful misconduct.

I understand that Owner maintains bicycles on a regular basis. I have checked the condition of the bicycle prior to use and discovered no problems or defects in the equipment.

I agree to properly use and care for all borrowed equipment while in my possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or injury. **I agree to wear a safety helmet.** I agree **not to lend the bikes 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 fully understand the entire Release and I agree to be legally bound by its terms. I understand that the release is to be signed and properly dated on the following page.

**Underage Waiver Form**

Rental of Bike#: \_\_\_\_\_ (Release, Waiver, Discharge and Covenant not to Sue)

From Eugene Electric Bicycles, LLC

I Fully understand the entire Release and I agree to be legally bound by its terms.

**NAME:** \_\_\_\_\_ **Signature:**

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Date: \_\_\_\_\_ Time: \_\_\_\_\_ Contact info:

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(Terms shall also include Rider's parents or guardian, if Rider is under 18 years of age)

If Rider is under the age of 18, his or her parent or legal guardian must also sign:  
I am the parent or legal guardian of the Rider who has signed above and **I testify that if the bicycle being ridden is electric, he/she is at least 16 years old.** I have read and understand the provisions of this document, and acting on behalf of the Rider, I consent to the Rider taking part in the activities described above, I fully enter into and agree to the above Release.

**NAME:** \_\_\_\_\_

**Signature of Parent or Legal Guardian:** \_\_\_\_\_

Relationship to Rider: \_\_\_\_\_ Date: \_\_\_\_\_ Time:

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**NAME:** \_\_\_\_\_.

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