



EST. 2021

41048 Hwy 41 Oakhurst, Ca, 93644
(559) 825-3682

Bicycle, E-bike Rental Agreement, Waiver, and Release of Liability

PLEASE READ COMPLETELY BEFORE SIGNING. ITS EFFECTS IS TO RELEASE YOSEMITE VALLEY BIKES FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATION IN ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST YOSEMITE VALLEY BIKES WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM SUCH NEGLIGENCE.

Date Rented _____ Time Rented _____

Renters Full Name _____

Address _____

Phone # _____ DOB _____

DL# _____ BIKE ID _____

Main contact phone # _____

YVB STAFF INITIAL BIKE HAS BEEN THOROUGHLY CHECKED TIRE PRESSURE, TIRE CHECK, BRAKE CHECK, BATTERY CHECK IF APPLICABLE. _____

This is a legally binding release, waiver, discharge and covenant not to sue, made voluntary by me, the undersigned renter, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, next of kin and assigns (hereinafter collectively, "Renter," "I" or "me", which terms shall also include Renters parents or guardians, if renter is under 18 years of age). As the undersigned renter, I fully recognize there are dangers and risks to which I may be exposed by participating in renting a Bicycle or E-bike and accessories (the "Activities").

I acknowledge and agree to the following rental agreement terms and conditions:

_____ Bicycles are rented out clean and in proper working condition and must be returned in the same manner as received,

_____ Helmets are included in the rental, and are required to be worn at all times while riding the bicycle or e- bike rented from Yosemite Valley Bikes. If a customer is seen riding the rental bicycle or e-bike without a helmet, they will immediately have to return the bicycle without a refund.

_____ Bikes are maintained on a daily basis. It is my responsibility to check the Bicycle or e-bike at the store BEFORE setting out on any ride.

I agree to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL CHARGES for repair, maintenance, or replacement. The Bicycle, E-Bike, helmet and any other accessories rented from YVB must be returned 15 minutes prior to closing time of day rented. Late returns could be subject to additional fees. I agree to provide Yosemite Valley Bikes with credit card details, for precautionary use only; I authorize Yosemite Valley Bikes to charge the authorized credit card that is left on file for any and all additional fees. In case of damages to bicycles, e-bikes and or equipment during the rental period, comprehensive labor, except in the case that I can demonstrate others faults with evidence and all necessary information for a reimbursement. I agree to properly secure/lock all borrowed equipment in legal locations when not in my possession. I accept the use of the equipment, AS IS, in good condition and accept full responsibility for care of the equipment while under my possession. Damaged parts or components will be repaired/replaced at the shops discretion and I agree to pay regular shop rates and or retail price for the components replaced.

Clean conditions means that normal wear and tear is expected but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seat or other parts from misuse and/or crashes. Note: All bikes should be returned clean and free of debris. Any bikes not returned cleaned will be assessed and may result in an additional 1 hour fee.

IN CASE OF THEFT I will be held responsible for reimbursing Yosemite Valley Bikes for the original price of the bicycle and or equipment loaned during this contract. I affirm that I have adequate medical and health insurance to cover any medical assistance I may require, that any passenger or person for whom I am responsible for also has adequate medical and health insurance to cover any medical assistance they may require.

By renting Yosemite Valley bikes equipment, **I CONSENT TO THE USE OF ANY PHOTOGRAPHERS, PICTURES, FILMS, OR VIDEOTAPE TAKEN OF ME** or provided by me for publicity, promotion, television, websites, or any other uses, and I expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT:

Assumption of risk: I understand and accept that renting this bicycle and or e-bike and equipment and participating in bicycling exposes me/ my child to many hazards that may entail unavoidable risks of death, personal injury (including but not limited to sever spinal or head injury) and loss of or damaged to property. I fully understand these risks and dangers may be caused by my own actions and or inactions, that actions or inactions of others, the conditions in which the activities take place or the negligence of the “releases” named below. In addition, there may be other risks and social and economic loses other known or unknown to me or not readily foreseeable at this time; and I agree, covenant and promise to accept and assume all responsibility of risks and injury, death, illness, or disease, or damage to myself, my property, third parties or their property and or Yosemite Valley Bikes property, arising from my rental of the bicycle, e-bike (equipment). I also understand my/ I should be in good health to participate in bicycling, and I confirm that I/my child has no significant health issues that prevent my child or I from participating in bicycling. My rental of the bicycle (any equipment) is purely voluntarily, no one is forcing me to participate, and I elect to participate despite the risks.

WAIVE AND RELEASE: In consideration of Yosemite Valley Bikes renting me/ my child this bicycle, e-bike, and or equipment, I specifically release and forever discharge Yosemite Valley Bikes and its affiliates, offices, owners, agents, and employees from any and all liability or claims for injury, illness, (including but not limited to COVID-19), death or loss of or damage to property which I/my child may suffer while renting this bicycle, e-bike and participating in bicycling. This discharge specifically includes, but not limited to, liability or claims of injury, illness, death, or damage caused by the negligence of the Releasees. It is my intent to release Yosemite Valley Bikes and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, weather caused by negligence of Yosemite Valley Bikes or whether based upon breach of contract, breach of warranty, or any other legal theory. I further agree that if despite this release of liability or waiver, assumption of risks, and indemnity agreement I, or any one on my behalf, make a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney fees, loss, liability, or cost which may incur as a result of such claim. In signing this document, I fully recognize that if injury, illness, death, or damages that occur to me or my child while I am engaged in renting this bicycle or e-bike, as a result of the Activity or participating bicycling, I will have no right to make a claim or file a lawsuit against the Releasees, even if they or any of them neglectfully cause my injury/my child injury, illness, death or damage.

California Civil Code Section 1542 provides as following:

“A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.”

THE UNDERSIGNED, being aware of civil code section 1542, hereby expressly waives any rights which I/my child may have under this law, as well as under any other statues or common law principles of similar effect.

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

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

_____ I understand that this activity may result in hazards posed by other bicycles, and other traffic and road conditions.

_____ I agree not to lend the bikes, e-bikes, or equipment to others while in my possession, and if I am to do so, and if I were to do so, and that if they were to suffer a loss of consequences would result in my responsibility alone.

_____ I understand that there are no Bicycle lanes in Oakhurst and surrounding areas, California.

_____ I understand my rental bicycle or e-bike may not have visibility enhancement equipment such as blinking lights.

_____ I understand that I should not and may not participate in these activities if I am under the influence of alcohol or drugs.

_____ Yosemite Valley Bikes staff has answered any questions I might have.

My signature below indicates that I have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this is the entire agreement between Yosemite Valley Bikes, its agent or employee, and myself. This cannot be modified or changed in any way by the representation or statements of any employee or agent of Yosemite Valley Bikes or by me. If any position of this agreement is unenforceable the remaining portion shall remain in full force and effect. All renters are subject to acceptance by Yosemite Valley Bikes . I accept that this agreement shall be governed for all purposes by California law, without regard to such law on choice of law.

Signature of Participant

Date

(For participants under the age of 18 at the time of registration only)

Signature of Parent or Legal Guardian

Date

Printed name of Parent or Guardian

Date