

Bike Number:



RENTAL AGREEMENT, ASSUMPTION OF RISK, AND WAIVER

Date: _____ Print Name _____ Phone: _____

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

_____ I understand that this activity is physically demanding and may result in severe injury.

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

_____ I understand that there are no bicycle lanes in Red Lodge and riding on sidewalks is not permitted.

_____ I agree to adhere to all applicable traffic laws.

_____ Helmets are included in the rental, and are required to be worn at all times.

_____ I understand that if the bicycle is returned late, dirty, or damaged, I will be subject to fees.

_____ I understand how to operate the bicycle and Spoke Wrench staff have answered all my questions.

_____ I authorize The Spoke Wrench 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 Spoke Wrench for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

Continued on reverse side.

ACKNOWLEDGMENT AND ASSUMPTION OF RISK AND RELEASE OF LIABILITY AGREEMENT

1. Acknowledgment of Risk. I acknowledge and agree that riding bicycles bears certain known and unknown risks which could result in injury, death, illness, disease, or damage to me, to my property, or to other parties. Risks include, but are not limited to those caused by terrain, facilities, temperature, weather, my physical condition, equipment, vehicular traffic, and actions of other people including participants, staff, bystanders, and/or the Released Parties (as defined below). I acknowledge that the Released Parties have made no representations or guarantees as to the safety of the Event to me, and that **I KNOWINGLY AND FREELY ACKNOWLEDGE AND ASSUME ALL SUCH RISKS**, whether known or unknown.

2. Release of Liability. I, for myself and on behalf of my heirs, assigns, and legal representatives, **VOLUNTARILY RELEASE, FOREVER DISCHARGE, and AGREE TO HOLD HARMLESS AND INDEMNIFY** The Spoke Wrench and other participants or volunteers, and all officers, agents, volunteers, contractors, and employees of each of the foregoing persons or entities, all of whom shall collectively be referred to as the “Released Parties,” or individually as a “Released Party,” from any and all liability, claims, demands, or actions for any injury or death to me, for injury to my property, or for which I may be liable to others, which are in any way connected with my participation in the Event. **I agree and understand that this Release of Liability and Assumption of Risk Agreement will extend to all claimed wrongful acts of the Released Parties to the greatest extent allowed under the laws of the state of Montana, including the negligence of any of the Released Parties.**

3. Participant Representations. I hereby represent that I am physically capable, that my bicycle and any other equipment I may use is in good working condition, that I will observe all applicable traffic laws and Event rules, that I will wear a helmet that meets the ANSI or SNELL bicycle safety standards, ride no more than two abreast, obey all pertinent traffic laws, carry adequate drinking water, use appropriate hand signals when turning, be equipped with proper lighting if riding between sunset and sunrise, and generally conduct myself in a safe and prudent manner.

RIDER INITIALS:

4. Exclusive Jurisdiction and Governing Law. All disputes between myself and any Released Party arising from my participation in the Event will be governed by the laws of the state of Montana, and the **EXCLUSIVE JURISDICTION** thereof shall be in the state courts of the state of Montana, and the venue for these disputes shall be in Carbon County, Montana.

5. Severability of Provisions. If any part of this Agreement is determined to be unenforceable for any reason or under any circumstance, it is intended that all other terms will be enforced in all other circumstances.

I have read this Agreement, fully understand its terms, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, and sign it freely and voluntarily without any inducement, assurance, or guarantee being made to me, and I intend my signature below to constitute a complete and UNCONDITIONAL RELEASE OF LIABILITY to the greatest extent allowed by the laws of the state of Montana.

Rider Signature: _____ Date: _____

Parent/Guardian Signature: _____

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing The Spoke Wrench from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY. FURTHERMORE I AGREE TO THE TERMS OF THE The Spoke Wrench - BICYCLE RENTAL AGREEMENT ABOVE.

Bike # _____	Lock Combo _____		
Paid Y/N: _____			
Time Rented: _____	Scheduled Returned: _____	Late Y/N: _____	Dirty/Damaged Y/N: _____
Helmet/Lock Returned: Y/N: _____	Fee Charged: _____	Shop Initial: _____	