

7401 Pershing Ave St. Louis, MO 63130 314-601-3136 info@cursedbikes.com

Bicycle Rental Agreement and Release

Renter's Name			Renter's Phone		
Renter's Birth Date			Renter's Email		
Renter's Address					
condition that Renter a	grees ent w	FEE agrees to rent the follow to all terms and conditions with his/her signature below. ws:	set forth below (i	ncluding th	ne release of claims) and
Bicycle ID#			Bicycle Color		
TIME OUT			TIME BACK		
TOTAL RENTAL AMOUNT			SECURITY DEP	OSIT	
LOCK #'s: HELMET(S):			ADDITIONAL ACCESSORIES		
CBC Rep I	nitials	s Upon Check-In	1		1

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE CURSED BIKES AND COFFEE FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY CURSED BIKES AND COFFEE AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge CURSED BIKES AND COFFEE, CURSED BIKES AND COFFEE'S agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter's heirs,

executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between Renter and CURSED BIKES AND COFFEE.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless CURSED BIKES AND COFFEE, CURSED BIKES AND COFFEE'S agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Renter's use, misuse or abuse of the bicycle.

Terms and Conditions

1. of Risk. Renter acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the bicycle.

Renter	Initials

- 2. Acceptable Use. Renter agrees and acknowledges that he/she will be the sole operator of the bicycle, and and in the same condition as it was in when given to will use the bicycle in a careful, safe and conscientious Renter, excepting ordinary wear and tear. Renter shall manner. Renter shall at all times observe and adhere to any rules and guidelines posted by CURSED BIKES during the rental period. CURSED BIKES AND
- 3. Prohibited Activities. Renter shall not violate any of the following rules and regulations during his/her operation of the bicycle:
 - There are no passengers permitted on the bicycle unless expressly permitted by CURSED BIKES AND COFFEE in writing prior to use.
 - There is no smoking while on the bicycle.
 - There are no alcoholic beverages permitted while using the bicycle.
- 4. Unsafe Use. If at any time CURSED BIKES AND COFFEE determines that Renter has engaged in an unsafe or hazardous use of the bicycle,

- CURSED BIKES AND COFFEE may immediately terminate the rental. Upon notification of termination, Renter must return the bicycle to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. CURSED BIKES AND COFFEE shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."
- 5. Condition of Bicycle upon Return. The Renter shall return the bicycle to the designated return area clean be responsible for any damage caused to the bicycle AND COFFEE, and any applicable laws or regulations. COFFEE shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, Renter shall be billed by CURSED BIKES AND COFFEE for the full amount of damages caused by Renter during the rental period, including reasonable attorney's fees.
 - 6. Late Return. If Renter returns the bicycle to the designated return area more than 24 hours after the scheduled "Time Back," Renter shall forfeit his/her security deposit.

Renter has read and understands all o without reservation.	f the terms, o	conditions and rules set forth above, and agrees to all terms
	_ Signature	
	Print Name	
	Date	Bicycle Rental Agreement and Release