



STURTEVANTS CYCLING EQUIPMENT RENTAL LIABILITY LANGUAGE

RENTAL AGREEMENT and EQUIPMENT DIRECTIONS

I accept full financial responsibility for the equipment listed on this form. I promise to return it clean and undamaged by the agreed time and date, and if I fail to do so, I will pay for its repair, cleaning or replacement at the full retail rate, as determined by the shop, as well as for the full rental value of any additional days.

I understand how this equipment works and have received instructions and satisfactory answers to any questions. I agree to check this equipment before each use, and if at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible repair or adjustment.

If this equipment is to be used by someone other than me, I certify that I am acting as agent for the user and that I will provide this form and all pertinent warnings and information to the user.

If a Parent/Guardian/Agent: I verify that I am the parent, guardian or agent of the Equipment User and that I have the authority to enter into this agreement on behalf of the Equipment User and I agree to be bound by the terms of this Warning, Assumption of Risk, Liability Release, Indemnity and Hold Harmless Agreement and Agreement Not to Sue.

ACKNOWLEDGEMENT of PERSONAL INFORMATION

I understand that proper equipment set-up depend upon the accuracy of my statements about weight, ability, and intended use.

WARNING, ASSUMPTION of RISK, LIABILITY RELEASE, INDEMNITY and HOLD HARMLESS AGREEMENT and AGREEMENT NOT TO SUE. PLEASE READ CAREFULLY BEFORE SIGNING

I accept for use "AS IS" the equipment to be listed on this form. I understand how to use all the components on the bicycle, including the brakes and shifting mechanisms. I have visually checked the bicycle and received it in good working condition.

I understand and am fully aware that cycling is a hazardous activity. I understand that the sport of cycling and the use of any bike equipment involve the risk of serious **INJURY AND DEATH** and that I am voluntarily participating in these activities with knowledge of the danger involved. I am aware cycling has inherent dangers and risks, which include, but are not limited to, loss of control, collisions with other vehicles, animals, vegetation, and other man-made or natural obstacles, failure of equipment, etc. There are certain additional dangers and risks, which include, but are not limited to, the following:

1. Rough and hazardous road and trail conditions. These conditions frequently occur on the roads and trails used in cycling and may include soft sand, loose rock, steep grades, drop-offs, falling rocks, various forms of dangerous plant and animal life, changing weather conditions and other natural forces which may be encountered without warning.
2. Unpopulated areas. Should I choose to ride in unpopulated areas which may not be regularly patrolled or visited, I understand that besides the risk of being injured, there is also the risk of becoming lost. I understand that communication in such areas may be difficult, if not impossible, and that rescue, medical treatment, water and other supplies may not be readily available.

I understand that a helmet designed for Bicycling use will help reduce the risk of some types of injuries to the user. I recognize that serious injury or death can result from both low and high energy impact, even when a helmet is worn.

I AGREE TO RELEASE AND HOLD HARMLESS Glenne LLC ("Sturtevant's"), its employees, owners, affiliates, agents, officers, directors, and the equipment manufactures and distributors and their successors in interest (collectively "PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in Bicycling for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which result from the **NEGLIGENCE OF PROVIDERS**, or any other person or cause.

I further agree to **DEFEND AND INDEMNIFY PROVIDERS** for any loss or damage, including any that results from claims or lawsuits for personal injury, death, and property loss or damage related in any way to the use of this equipment. This agreement is governed by The State of Idaho. If any provisions of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

This document is a **LEGALLY BINDING CONTRACT** which supersedes any other agreements by or between the parties, and which constitutes the **FINAL AND ENTIRE AGREEMENT** regarding this transaction and this equipment. This agreement is intended to provide a **COMPREHENSIVE RELEASE OF ALL LEGAL LIABILITY** which is binding upon and for the benefit of all parties, their heirs, agents and assigns, but it is not intended to assert any claims or defenses that are prohibited by law. If any part of this agreement is held to be invalid or unenforceable, the remainder shall be given full force and effect.

I HAVE CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A LEGAL CONTRACT BETWEEN ME AND STURTEVANTS AND I SIGN IT OF MY OWN FREE WILL.