

EBIKERENTAL

1 Day	2 Day	3 Day	4 Day	5 Day	6 Day	Per Week	Extra/Day*
\$70	\$90	\$105	\$115	\$127	\$140	\$152	\$50

■ By signing this assumption of liability, I understand that any unauthorized attempts to make adjustments that cause damage to the equipment, I will be held responsible for the replacement cost of the E-Bike.

■ By signing this assumption of liability, I understand that I cannot, and will not, attempt to attach any type of device/mounting that requires loosening of any bolts on the E-Bike.

■ By signing this assumption of liability, I understand that I cannot, and will not, attempt to attach any type of trailer, child seat, or any other type of device to the E-Bike.

■ By signing this assumption of liability, I understand that I am personally responsible for my own actions, safety and physical well-being and am releasing The Bike Bistro, LLC from any and all liability whatsoever.

■ By signing this assumption of liability, I understand that the use of this E-Bike is "At My Own Risk", that I am 18 years or older and I release The Bike Bistro, LLC from any and all responsibility and liability whatsoever.

■ By signing this assumption of liability, I understand that I will be held financially responsible for any and all physical damage to this E-Bike, and for any damage and damages that I may cause, and release The Bike Bistro, LLC from any and all liability whatsoever.

■ By signing this assumption of liability, I understand this item is Not to be ridden in the rain: If you are caught in the rain please seek dry shelter immediately for your safety and for the safety of the electronics of the E-bike. The renter is responsible for any and all damages.

■ By signing this assumption of liability, I understand that I must return the E-Bike to The Bike Bistro. The E-Bike may not be loaded into a vehicle or transported in any manner without the authorization of The Bike Bistro, and that if the equipment I am renting is not returned to The Bike Bistro, that The Bike Bistro will charge my credit card in the amount up to \$1,899.00 per bike utilizing the credit card that I have given to The Bike Bistro, LLC. I further understand that upon my return of the E-Bike that I have rented to The Bike Bistro, and after inspection by shop mechanic, that the pre-authorized credit card information will be destroyed.

■ By signing this assumption of liability, I understand that for rental duration longer than 8 Hours, all items must be brought into an enclosed structure Garage, Condo, Shed, NO CARPORTS. **Any neglect due to weather or wildlife is solely on the renter.** If you cannot store these items, we can attempt to work something out for return to the shop overnight.

NO BEACH RIDING

E-Bikes rented "AS IS." Basic adjustments only, please.

Signature: _____ Date: ____/____ 2021

Print Name: _____

NOTICE TO RIDERS, PARENTS AND GUARDIANS: If you are signing this release agreement as the parent or guardian of a young rider, please take the time to review this document carefully and familiarize yourself with biking activities at The Bike Bistro, LLC. Injuries are a common and expected part of biking. You should not attempt biking until the rider has the appropriate skill, experience or equipment. Please speak to The Bike Bistro, LLC rental shop for more information regarding biking at The Bike Bistro, LLC.

ACKNOWLEDGEMENT SAFETY: I acknowledge that I have been advised to wear an approved helmet and other protective devices. USE OF A HELMET IS STRONGLY SUGGESTED WHEN RIDING ON ANY BIKE BISTRO, LLC RENTAL BIKE. I am aware that the use of the bicycle is subject to any applicable municipality of Fort Myers or the State of Florida laws. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes, and gear shifters. I am aware that there are technicians, guides, rental shop employees or instructors available to answer any questions that I may have as to the proper use of the bicycle. I undertake and agree to remove myself from participation if I sense or observe any unusual hazard or unsafe condition, or if, at any time I feel unable or unfit to safely continue for any reason. I understand that the sole responsibility for my personal safety and well-being remains with me, including my physical and emotional preparation and fitness to participate in any activities.

RELEASE OF LIABILITY: I affirm I am physically fit to participate and I hereby release The Bike Bistro, LLC jointly and severally, doing business as "The Bike Bistro, LLC", their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the released parties), from any and all claims, liability, or causes of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, arising from or related to the participant's participation in any and all events scheduled to be held at or near The Bike Bistro, LLC. I understand and agree that I may be participating in an event which will include aerials, jumps, inverted aerials, back flips, twists and turns. I understand that these maneuvers are inherently dangerous and risky and could result in my serious injury or death. I accept this risk and understand the consequences of my actions. Loss, damage or theft of bicycle(s) will be charged at current retail value or shop repair rates.

INDEMNIFICATION: I hereby agree to indemnify, defend and hold harmless, The Bike Bistro, LLC, jointly and severally, doing business as "The Bike Bistro, LLC", their owners, members, parents, affiliated subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents (the indemnified parties), against any claim, liability, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury or death, made against the indemnified parties and arising from or related to the participant's participation in any and all or competitive events at or near The Bike Bistro, LLC. I accept full responsibility for all medical expenses arising from or related to the participant's participation in any and all events at or near The Bike Bistro, LLC.

COVENANT NOT TO SUE: I hereby covenant and agree I will never bring, authorize to be brought, or otherwise participate in any claim, suit, or cause of action of any kind, whether based on negligence or otherwise, for property damage, personal injury, or death, against The Bike Bistro, LLC their owners, members, parents, affiliated and subsidiary organizations, together with all of their respective shareholders, directors, officers, employees, volunteers and agents arising from or related to the participant's participation in any and all events at or near The Bike Bistro, LLC.

I, the undersigned, have read, and understand this agreement prior to signing it and I am aware that by signing this release agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the release form, and agree to be bound by the terms of this liability agreement. *Riding on the beach is prohibited by law.*

**INSTALLATION OF ANY PARTS/COMPONENTS MUST BE PERFORMED BY BIKE BISTRO.
BIKE BISTRO TOOLS ONLY, PLEASE!**

PLEASE NOTE: Damage/repairs to Bike Bistro property will be billed at retail rates, parts and labor per hour charges. Roadside assistance will be billed starting at \$45 per occurrence.

I have read and understand this agreement and its terms. Initial _____ Date ____/____, 2021.

DATES: PICK-UP _____ RETURN _____

Bike #: _____

*Please Note: \$15 charge for lost lock. Locks, provided per bike.
Stolen bikes will be billed at \$1899.00.*

PAYEE PLEASE COMPLETE BOLDED INFORMATION

HELMET: Accept Decline Have Own

US/Canada Phone _____

EMAIL _____

Print Name _____

Participant's Signature _____

Over 18 Years of Age _____ *Helmet required 16 years and under.*

License/Passport/ID # _____

State _____

Credit Card # _____

Exp _____

CVV # _____

Zip Code _____