

## **GRAND RIVERS BIKE RENTAL AGREEMENT & RELEASE OF LIABILITY WAIVER**

In consideration of the Grand Rivers Tourism Commission (referred to as “Grand Rivers”, “GRTC”, “us”, “we”, “City”, “City of Grand Rivers”) allowing me to rent the following Equipment I have agreed to execute this rental agreement, assumption of risk and release of liability.

**Assumption of Risk:** I understand and accept that renting this bicycle and participating in biking exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury), and loss of or property damage. I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions among other things. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling despite these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment and accept full responsibility for any and all such damage or injury which may result.

**Waiver & Release:** The renter specifically releases and forever discharges Grand Rivers Tourism Commission, the City of Grand Rivers, Kentucky, and its officers, agents, and employees, and others affiliated from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bicycle or participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death, or damage caused by the negligence of Grand Rivers or its officials, officers, agents, employees, or affiliates. It is my intent by the Waiver and Agreement to release Grand Rivers and hold it harmless from all liability for any such property loss or damage, personal injury, or loss of life, whether caused by the negligence of Grand Rivers or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death, or damage occurs to me, or someone I have rented this equipment for, or someone other than myself on the bike I have rented, while I or they am engaged in renting this bicycle or participating in bicycling, I (parties I have rented for under my account) will have no right to make a claim or file a lawsuit against Grand Rivers, its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

I REALIZE THE IMPORTANCE OF WEARING A HELMET AND I ACKNOWLEDGE THAT I SHOULD WEAR A HELMET AT ALL TIMES WHILE RIDING A BICYCLE. I understand that Grand Rivers will not provide me with a rental helmet and personal protective equipment is my responsibility to provide for myself or others for whom I am renting bikes. I understand that wearing a helmet is NOT a guarantee of protection from

injuries. I understand how to operate the rental bicycle and brakes and how to adjust the seat and locking mechanisms. I understand how to wear a helmet and how to make adjustments so that I have the proper fit. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I AM PROHIBITED FROM USING ANY EQUIPMENT WHILE I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

I agree that any minor participants shall be accompanied by a parent or guardian at all times while the minor is using the Equipment. I assume all responsibility for myself and others whom I have rented bikes for through the Grand Rivers Tourism Commission's Bike Rental System.

**Rental Fees:** I have reviewed, understand, and agree to the rental fees associated with Grand Rivers Bike Rentals. I understand that rental fees are calculated and charged until the bike is properly and securely locked into the docking system **AND** I have confirmed by way of the Movatic App that the bike has been returned and the rental has ended. Failure to properly dock and lock and/or confirm the rental end will result in accumulating **non-refundable** rental fees being charged. It is my responsibility to successfully and properly end the rental period. It is also my responsibility to choose the appropriate rental option.

All rentals are subject to 13% taxes & fees (6% Kentucky Sales Tax, 6% processing fee, 1% transaction fee).

**Security & Care:** I understand that I am responsible for the bike's security during the entire rental period. I understand that a manual locking device is located on the bike and it is my responsibility to lock the bike while I am shopping, dining, or otherwise not immediate access to the bike. If the bike is in my possession overnight I understand and agree that I am responsible for the security of the bike at all times.

I understand that the bike is designed and should be used by a single rider and agree not to hold additional riders or children while operating the bike nor allow additional riders to stand, or sit on any part of the bike while operating. I agree that I will not attach or remove any accessories to or from the bike such as tandem attachments, child seats, carts, baskets, bell, etc.

I understand and agree that the bike shall not be used to perform tricks, jumps, or stunts.

**Damages:** I understand that I am responsible for checking that the bike is free from visible damage, and breaks, pedals, and other mechanisms of the bike are working properly before riding. If any damages or any mechanisms are not properly working I

understand that it is my responsibility to report the damages or issues using the Movatic App before riding the bike.

I understand and agree that any damages (not reported prior to renting the bike) during my rental period will be my responsibility and any repairs made to the bike will be directly charged to my payment account without prior notification and are non-refundable. If the bike is damaged beyond repair, or the repair is greater than \$350, I understand and agree that Grand Rivers will consider the bike to be a loss and will replace the bike at the replacement cost of \$650 and my payment account will be charged for the replacement cost. In the event that the bike is replaced, I will receive ownership of the damaged bike and can take possession of the damaged bike within 30-days of the replacement charge. If I do not take possession of the bike within 30-days I forfeit my right to take possession of the damaged bike and understand that it will remain the property of Grand Rivers Tourism Commission.

**Theft & Loss:** While in my possession, during the rental period, if the bike is stolen I understand and agree that I am responsible for taking the following actions.

- Report the bike as stolen via the Movatic App on my smartphone.
- Contact the local sheriff's department at (270) 928-2122
- Contact Grand Rivers Tourism at (270) 362-0152

I understand that if I have not returned the bike or contacted the Grand Rivers Tourism Commission at (270) 362-0152 or by email at [info@grandrivers.org](mailto:info@grandrivers.org), within 24 hours of rental return time, to confirm that I am extending the rental period beyond the original rental period, the GRTC will consider the bike as purloined and will charge my payment account \$650 for the replacement of the bike.

**Entire Agreement & Jurisdiction:** This document contains the entire agreement between the parties and may not be modified or altered in any way. Should either party imitate a legal action in regards to this agreement, both parties agree the Commonwealth of Kentucky, Livingston Circuit Court shall have exclusive jurisdiction over any action.