



## Bike Rental Agreement and Release of Liability

In consideration of JR Investors LLC dba Royal Park Hotel ("RPH") allowing me to rent the following Equipment I have agreed to execute this rental agreement, assumption of risk and release of liability.

Equipment: \_\_\_\_\_

**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 damage to property. 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 in spite of 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, accept full responsibility for any and all such damage or injury which may result.

**Waiver & Release:** In consideration of RPH renting me this bicycle, I specifically release and forever discharge RPH and its officers, agents, and employees 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 damaged caused by the negligence RPH or its officer agents, or employees. It is my intent by the Waiver and Release Agreement to release RPH and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence of RPH 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 while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against RPH, 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 OR TANDEM. I understand that RPH will provide me with a rental helmet at no cost. 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 quick releases. RPH staff have answered any questions that I have. I understand how to wear the helmet and how to make adjustments so that I have the proper fit.

I accept full responsibility for care of the Equipment while it is in my possession. I agree to reimburse RPH for any loss or damage other than reasonable wear resulting from normal use. I also agree to reimburse RPH for the replacement cost of any Equipment rented by me but not returned.

I agree that all disputes arising under this contract, the use of this equipment, or from the use of the facilities at the Hotel shall be litigated exclusively in the Sixth Circuit Court for the County of Oakland, Michigan, or in the United States District Court for the Eastern District of Michigan.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. 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.

Print Name Date \_\_\_\_\_

User Signature \_\_\_\_\_ Room Number \_\_\_\_\_

A separate agreement must be executed by each participant age 18 or older.