

Date: _____

Amount: _____

**SMOKE TREE RANCH
RENTAL AGREEMENT**

This document defines the agreement by **Smoke Tree Ranch** to rent bicycles and certain other accessories to the consumer who signs below.

Smoke Tree Ranch hereby agrees to rent to the customer, per the fee schedule as listed, certain bicycles, helmets, and other accessories as might be added to our line.

The customer agrees to sign a blank credit card slip upon initiation of this agreement, which will be held as collateral against the return of the items rented. Failure to return the bicycles and accessories to the point of origin in a timely manner constituted a formal purchase and a retail selling price will be charged to the card. The customer agrees to verification of the credit card and named thereon with a driver's license or some similar document. The customer is responsible for the repair and or replacement of any damaged components of this bicycle as noted upon its return.

Smoke Tree Ranch will supply a fully serviceable bicycle. We have checked your bicycle thoroughly so that your ride should be trouble free. Please be sure that you understand the proper use of the shift mechanism and that the bike is properly fitted for you. Satisfy yourself that the handlebars are properly adjusted, seat height is adjusted, brakes work satisfactorily and gear shifters are in working order. Tell our personnel if you are not satisfied.

Rental Rates

	<u>Weekend</u>	<u>Weekly</u>	<u>Monthly</u>
Children's Bikes (Tricycles / 12" / 16" / 20")	\$35.00	\$60.00	\$150.00
Cruisers and 3-Speed	\$55.00	\$90.00	\$200.00

We urge the use of a helmet while riding. If you **choose not to use a helmet**, initial here:

Kids _____

Adults _____

Customer(s)

Name(s): _____

Home

Address: _____

Home Phone Number: _____

Cell Phone Number: _____

Signature: _____

Date: _____

**ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK
AND RESPONSIBILITY & RELEASE OF LIABILITY**

WARNING: There are significant elements of risk in any adventure, sport or activity associated with bicycling (referred to herein as "activity"), and the use of any equipment.

ACKNOWLEDGE OF RISKS: I recognize the fact that there is an inherent danger in the use of any bicycle which may involve hazards including, but not limited to the following: (1) Trails, routes, or roadways which may involve uneven or unstable road surfaces, steep grades and/or sharp turns; (2) Objects over hanging near, in, or upon the ground or roadway including trees, branches, or curbs, rocks, stones, gravel, mud, water, oil, and debris; (3) Inclement weather, varied or severe winds, weather or temperature conditions; (4) Slippery conditions associated with fog, rain, ice, and other precipitation; (5) Fog banks which could reduce visibility; (6) Personal physical condition -- my ability to balance or control a bicycle and ability to follow directions; (7) Motor vehicles, other bicycles and riders, equipment failure including tire puncture and problems in braking related to speed traveled.

I realize that personal property may be damaged or lost; that certain foreseeable and unforeseeable events can contribute to the unpredictability of the risks, dangers, and hazards of the activity; that I may suffer accidents or illnesses in remote places where there are no available medical facilities; and that I should ask about other potential risks, dangers, and hazards as recommended precautions and procedures. I acknowledge that wearing an approved helmet is a basic safety precaution, and I agree to wear a helmet while riding.

Initial your agreement to wear a helmet: _____

EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY: In recognition of the inherent risks of activity which I and any minor children for which I am responsible, will engage in, I confirm that I (we) am/are physically and mentally capable of participating in the activity and/or using the equipment. I/We participate willingly and voluntarily and I assume full responsibility for personal injury, accidents or illness, including death. I also assume responsibility for damage to or loss of personal property as a result of any accident that may occur.

I assume the risk(s) of personal injury, accidents and/or illness, including but not limited to strains, torn muscles and/or ligaments; fractured or broken bones; eye damage; cuts, wounds, scrapes, abrasions ("road rash"), and/or contusions; dehydration, oxygen shortage (anoxia), exposure and/or altitude sickness; head, neck, and/or spinal injuries; animal bite or attack, insect bite or allergic reaction; shock, paralysis, and/or death; and acknowledgment that during the activity that I/We may experience the fatigue, chill, and/or dizziness which may diminish my/our reaction time, and increase the risk of accident.

COVENANT OF GOOD FAITH: I recognize that you, asked provider of services, will operate under a covenant of good faith and fair dealing, but that you may find it necessary to refuse and/or terminate an activity to the forces of nature, medical necessities or problems in the group; and/or refuse or terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your right to take such actions for the safety of myself and/or other participants. I acknowledge that no guarantees have been made with respect to cycling objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury to all participating in the activity. I either have appropriate insurance or, in its absence, agree to pay all costs of rescue and/or medical services as may be incurred on my/our behalf.

RELEASE: In consideration of services or property provided, I, for myself and any minor children for which I am parent or guardian or otherwise responsible, any heirs, personal representatives or assigns, do hereby release **Smoke Tree Ranch**, its principals, directors, officers, agents, employees and volunteers, and each and every landowners, municipal and/or government agency upon whose property an activity is conducted, from all liability and wave any claim for damage arising from any cause whatsoever (except that which is the result of gross negligence.)

I HAVE READ THE ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, AND RELEASE OF LIABILITY. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.

Participant's Name <i>(printed)</i>	Age	Signature

Emergency Contact: _____ **Telephone:** _____

PARENT OR GUARDIAN of a minor: I, as a parent or guardian of the above-named minor, hereby give my permission for my child or ward to participate in the activity and further agree individually and on behalf of my child or ward to all terms stipulated in this agreement. I have read and understand the preceding acknowledgments and agreements.

If participant(s) is/are under age 18, the parent or legal guardian must also sign:
