



FRANK COWAN COMPANY



Bicycle Rental Agreement and Release

User's Name		User's Phone	
User's Email		User's Address	

Selwyn Township agrees to rent the following bicycle (the "bicycle") to User, upon the condition that User agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below. Bicycles can be rented to users 16 years and older. The bicycle shall be rented for the time period specified as follows:

Bicycle ID#		Bicycle Colour	
Time Out		Time Back	
Helmet(s):		Notes:	

Staff Initials
Upon
Check-In

Read the following sections fully and carefully prior to signing. This is a legally valid and binding obligation to release Selwyn Township from all known and unknown obligations, and to indemnify Selwyn Township against claims brought against it based upon your use of the bicycle. This instrument affects important legal rights.

Release and Waiver of Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged User does hereby remise, release, and forever discharge **Selwyn Township, Selwyn Township's** agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which User ever had, now has, or which User's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the rental relationship between User and **Selwyn Township**.

Indemnification

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, User hereby expressly agrees to indemnify and hold harmless **Selwyn Township, Selwyn Township's** agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of User's use, misuse or abuse of the bicycle.

Terms and Conditions

1. Assumption of Risk. User acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. User assumes and accepts all risks associated with the use of the bicycle.

2. Acceptable Use. User agrees and acknowledges that he/she/they will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. User shall at all times observe and adhere to any rules and guidelines posted by Selwyn Township, and any applicable laws or regulations. Cyclists 18 years and under are required by law to wear a bike helmet.

2. Prohibited Activities. User shall not violate any of the following rules and regulations during his/her/their operation of the bicycle:

- **No passengers** permitted on the bicycle.
- **No smoking/no alcoholic beverages** permitted while using the bicycle.

4. Unsafe Use. If at any time **Selwyn Township** determines that User has engaged in an unsafe or hazardous use of the bicycle, **Selwyn Township** may immediately terminate the rental. Upon notification of termination, the User

must return the bicycle to the designated return area immediately. If the rental is terminated for unsafe or hazardous use, User will not be refunded his/her/their security deposit. **Selwyn Township** shall determine, in its sole discretion, whether any behavior or activity is “unsafe or hazardous.”

5. Condition of Bicycle upon Return. The User shall return the bicycle to the designated return area clean and in the same condition as it was in when given to User, excepting ordinary wear and tear. User shall be responsible for any damage caused to the bicycle during the rental period. **Selwyn Township** shall retain any portion (or all) of User’s security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, User shall be billed by **Selwyn Township** for the full amount of damages caused by User during the rental period, including reasonable attorney’s fees.

6. Late Return. If User returns the bicycle to the return area more than 20 minutes after the scheduled “Time Back,” User shall forfeit his/her/their security deposit. If the bicycle is not returned the User’s credit card will be charged for the full replacement cost of bicycle.

User has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

User
Signature
Print Name
Date

To be completed by Selwyn Township staff
Employee Signature
Credit card information has been recorded on a separate form for damages/late return.
Staff initials