

Talbot's Cyclery Rental Bicycle Liability Release

Please read this form entirely as it describes the conditions that you agree to accept in renting a bicycle and/or cycle equipment from Talbot's Cyclery

I acknowledge:

- That I am competent to perform a safety check, and will personally perform a safety check of the bicycle prior to my ride.
- That I am competent to safely ride the rental bicycle, and will observe safe riding practices and obey all laws.
- That I am familiar with the operation and functions of the equipment, brakes, gears, quick releases on the rental bicycle.
- That I will wear all appropriate safety equipment at all times, including an approved bicycle helmet.
- That the bike is not equipped with lights and should not be used after dark without lights.
- That bicycling is inherently dangerous, presenting a great number of risks, such as the risk of falling, colliding with other riders, encountering hidden obstacles or varying terrain, or the risk of injury from any failure of the bicycle or any of its components.
- I will be responsible to pay for any repair or replacement costs of the rental bicycle resulting from damage due to accident, fall and/or my use of the rental bicycle.
- I will return the bicycle in clean condition. I understand I will be responsible to pay a \$20.00 cleaning charge on any bicycles returned in dirty or muddy condition.
- That additional charges may occur on rentals returned late. Day rate is 24hrs, 3-day/weekend rentals may be returned on the following Monday by 6pm without any additional charges. Weekly rate is seven days.
- That I am responsible for any flat tires that may occur during my use of the rental bike. I have been provided a repair kit, tube & pump to use in the event of a flat tire. I will be charged for the inner tube if used. In the event I call Talbot's Cyclery for road service or to pick up the bike to return to the shop, Talbot's Cyclery delivery service charges will apply.
- That I freely and expressly accept all risks associated with bicycling, including all risks of injury or death. **On my own behalf, and on the behalf of my heirs, assigns, and personal representatives, I hereby fully and forever discharge and release Talbot's Cyclery, Inc and their vendors, suppliers, employees, agents, sponsors, insurers, and all other persons or entities from any and all liability, claim, damage, loss, cost or expense arising directly or indirectly from my use of the rental bicycle**

I expressly agree that the forgoing agreement shall be construed to provide the parties being released with the broadest relief possible. If any portion is held invalid, the balance shall continue in full legal force and effect. This agreement shall be governed by the laws of the State of California, and any litigation between the parties shall be filed in the Municipal or Superior Court of the County of San Mateo, State of California.

Rider must be 18 years of age or older.

Rentor/Rider agrees to the above terms by signing this form below

Print Name: _____

Address/City/State/Zip: _____

Phone: _____ Email: _____

Emergency Contact: _____ Phone: _____

Rider's Signature: _____ Today's Date _____

Talbot's Cyclery use only:

Bike: _____ Model: _____ Size: _____

Talbot's is providing helmet Rider is providing own helmet Rider is providing own pedals

Rider's California Driver's License# _____

Talbot's Salesperson _____

**A photocopy of the front of the California Driver's License is required.
Visa/Mastercard/American Express deposit is required for rental.
Deposit will be credited back upon return of rental bike.**