

Orange Peel Bike Service, LLC
Mountain Bike Rental
Waiver and Release of Liability Form

Rider's Name: _____ Rider's Age: _____ Phone: _____

Address: _____
(Street) (City) (State) (Zip)

Please Read Carefully Before Signing!

1. The undersigned (or legal guardian of the undersigned) state that I have read and understand this Waiver and Release of Liability Form of Orange Peel Bike Services, LLC ("Orange Peel") and hereby expressly accept and agree to the following:

_____(Initial) Risk of Personal Injury. I understand the risks of mountain biking are numerous and include, but are not limited to the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING SUCH DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control: encountering trees, limbs, brush, rocks, structures, ropes, barriers, and/or other man made or naturally occurring obstacles: encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; negligence of other riders, persons, or vehicles.

_____(Initial) Conditions and Representations. I have made no misrepresentations to Orange Peel in any regard, including, but not limited to:

1. My height, weight, age, abilities, or biker type.
2. All instructions for the use of any bike(s) or other biking equipment (the "Equipment") have been made clear to me, and I fully understand how to use the Equipment.
3. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment while it is in my possession.
4. I have a helmet or one has been provided to me and I will wear a helmet at all times. I understand that wearing a helmet may decrease the risk of head injury.
5. The rental bike is working properly.
6. I am physically and mentally able to ride the bike and I am familiar with mountain bike riding and its physical and mental requirements and risks involved.
7. I agree that I am fully responsible for all damage or loss to the Equipment and agree to pay for all repairs or for the replacement cost of the Equipment, if lost, stolen, or damaged.

_____(Initial) Release of all Liability (including Negligence). I AGREE TO FULLY RELEASE AND DISCHARGE ORANGE PEEL, ITS OWNERS, AGENTS, AND EMPLOYEES FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages occurring from and negligence of Orange Peel to myself or any other person or property, as a result of my participation in Equipment rental of mountain bike riding. I fully understand and agree to release Orange Peel, its owners, agents and employees for its negligence in causing in whole or in part any injury to me.

_____(Initial) Express Assumptions of Risks. I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN EQUIPMENT RENTAL AND/OR MOUNTAIN BIKE RIDING, INCLUDING THE RISK OF ORANGE PEEL'S NEGLIGENCE.

_____(Initial) Promise Not To Sue and Hold Harmless. I FURTHER AGREE TO INDEMNIFY ORANGE PEEL ITS OWNERS, AGENTS AND EMPLOYEES AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, JUDGEMENTS OR LAWSUITS, including any attorney's fees and cost incurred by Orange Peel, its owners, agents and employees as a result of my participation in Equipment rental of my participation in mountain bike riding or any lawsuits resulting from such participation. I agree my obligation to identify and hold Orange Peel, its owners, agents and employees harmless applies even if Orange Peel, its owners, agents and employees are negligent. I understand this is a contract which limits my legal right, and is binding upon me, my heirs and legal representatives. If portions of this agreement are invalid, it is the remaining portions will remain intact and enforceable.

By signing this Waiver and Release of Liability, the undersigned acknowledges she/he has fully read and understands the above and foregoing.

Signature of Rider: _____ Date: _____

Minors: Prospective Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Waiver and Release of Liability. The parent and the Rider under 18 have read, understand and agree to comply with this Waiver of Liability. By signing this document, the parent agrees to each of the provisions above, including to identify and hold Orange Peel, its owners, agents and employees harmless from any and all claims brought by the Rider under 18 or resulting from the Rider under 18's actions, whether Orange Peel, its owners, agents and employees are negligent or not.

Signature of Parent/Guardian: _____

Relation to Rider: _____ Date: _____