

***Deadwheels and Rabbit Rental Agreement Form and Policies 2021***

**I hereby acknowledge and agree to the following rental agreement terms and conditions:**

\_\_\_\_\_ bicycles are rented out clean and in proper working condition and must be returned in the same manner.

\_\_\_\_\_ helmets are offered and recommended as part of the rental contract. Customers who decline to rent and wear helmets have done so at their own risk.

\_\_\_\_\_ bikes are maintained on a daily basis. It is the responsibility of the client to check the bike at the store BEFORE setting on any ride.

Customer agrees to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts us of the equipment AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at the shops discretion and customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handle bars, seats or other parts from misuse and or crashes.

\_\_\_\_\_ Upon any damage to the bicycle (s) there will be a \$100.00 fee if charges are disputed due to the process and delay of payment. Upon a disputed claim, this \$100.00 fee will be charged immediately to the clients credit card. If a bicycle or e-bike is damaged an additional charge will be accessed if the bicycle or e bike is reserved and we are unable to fulfill a reservation due to the fact the bicycle or e bike is damaged or unable to be rented.

Time Rented: \_\_\_\_\_

Time Returned: \_\_\_\_\_

Agreed Rental Price for this time: \_\_\_\_\_

\*Additional rental time fees will be assessed if bicycle is not returned on time. ( See rate sheet)

Name on Card: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_ CVS \_\_\_\_\_ Exp. Date \_\_\_\_\_

Zip code: \_\_\_\_\_

Type of Card:            Visa      MasterCard      Discover            American Express

**Address of Person Responsible for the Bicycle Rental:**

Name: \_\_\_\_\_ Phone Number \_\_\_\_\_

Address \_\_\_\_\_

City \_\_\_\_\_ State \_\_\_\_\_ Zip Code \_\_\_\_\_

**Assumption of Risk:**

**Assumption of Risk:** I understand and accept that renting this bicycle and participation in biking exposes me and our party to many hazards and entail unavoidable risk of death, personal injury, and loss of or damage to property. 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 from renting this bicycle and participating in bicycling. I understand and accept full responsibility to and all such damage or injury which may result to myself or people in or party.

I am releasing any liability for any such property lost or damage, personal injury or loss of life, whether caused by the negligence of DeadWheels/ Rabbit Bicycle- Shuttle Service in signing this document.

I fully recognize that if injury, illness, death or damage occurs to me while I am engaging in renting this bicycle or participation in bicycling, I will have no right to make a claim or file a lawsuit against Deadwheels/Rabbit Bicycle – Shuttle Service or its affiliates, officers, agents or employees, even if they or any of them negligently cause me or my party injury, death or damage.

**Customer Signature:** \_\_\_\_\_ **Date** \_\_\_\_\_

If signing for your group – I understand that all bicyclists and bicycles in my group understand all these policies and the understanding of risks to them

Yes \_\_\_\_\_ No \_\_\_\_\_

**PLEASE READ AND INITIAL**

\_\_\_\_\_ I realize the importance of wearing a helmet. A helmet has been recommended to me by Deadwheels/Rabbit staff. If I do not wear a helmet I am doing so at my own will. I understand that this activity may result in severe injury, including but not limited to spinal or head injury. I understand that this activity may result in hazards posed by other bicycles and traffic or road/trail conditions. I understand that there are not bicycle lanes in Hill City, SD/Deadwood, SD. I understand these bicycles may not have visibility enhancement equipment such as blinking lights. DeadWheels/Rabbit Bicycle staffs have answered all questions I have regarding the safety of all bicycles on the premises and on the Mickelson Trail. Once bicycles are rented for more that a one day rental and if returned early there will be no refund. Bicycles are rented on a daily basis and if they are out the contracted days will be followed and paid for.

\_\_\_\_\_ I realize the potential risk of contracting COVID – 19 and will not hold DeadWheels/Rabbit Bicycle company responsible for sickness or death caused by this disease.

\_\_\_\_\_ I also realize the potential danger of traveling in passenger van/car by Deadwheels/Rabbit Bicycle Staff. Use of seat belts are strongly encouraged. I understand and agree to the shuttling of myself, my group, and own bicycles. I will not hold Deadwheels or Rabbit Bicycles responsible for injury or death while being transported by car or passenger van. Any damage to bicycle's while in route to your destination will not be subject to fees back to Deadwheels/Rabbit Bicycles. All repairs are your or your group parties responsibility. If Rabbit Bicycles and Shuttle Service has to work past 45 minutes there will be an extra 50.00 charge to all credit card accounts.

**Cancellation Policy:** All reservation must be canceled 3 days prior to the reservation made over phone, email or recrego. If a 3 day notice is not given , all charges will be incurred to the customer whom made the reservation

\_\_\_\_\_. Initial this line

**Delivery Charges:** If e-bikes or regular bicycles are delivered to you for your rental period, there will be a delivery charge. Charges are based on the distance, time, maintenance of vehicles and employee pay. I agree that charges will be filed if staff at Rabbit/Deadwheels delivers a bicycle to you.

\_\_\_\_\_ initial this line

**I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY 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 SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.**

**DRIVER'S LICENSE REQUIRED FOR DAILY OR WEEKLY BICYCLE RENTALS**

NAME: \_\_\_\_\_ DATE OF EXPIRATION: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP CODE \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_ License Number: \_\_\_\_\_

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

