

CONTRACT AND RELEASE

Please read this Contract and Release carefully. It limits your legal rights.

This Contract and Release is entered into on _____, 20____ by and between Bike and Roll Miami, LLC d/b/a Bike and Roll (collectively "Bike and Roll"), the adults whose names and signatures appear below, and the minors whose names and whose guardians' signatures appear below on page 2 (together, said adults and minors are the "Participants").

IT IS HEREBY AGREED AS FOLLOWS:

SECTION I: WARNING

Participants acknowledge that: Bike and Roll recommends that all Participants wear a helmet and other safety gear and seek instruction from Bike and Roll staff in the safe operation of the Equipment. Helmets and safety gear are provided free to all Participants. Bike and Roll requires Participants under 18 years old to wear a helmet as well as all Segway Participants. Segway Participants must weigh between 100 and 260 pounds. Kids under the age of 12 and pregnant women are not allowed to ride a Segway. Before riding a Segway Participants must wear a helmet, and seek instruction and training on how to safely operate the Segway.

SECTION II: EQUIPMENT RENTAL

Bike and Roll hereby rents to Participants, and Participants hereby rent from Bike and Roll, the equipment described in the Open Receipt issued in connection herewith and incorporated herein by reference (the "Receipt"), for the period and the fees specified therein, subject to the terms of this Contract and Release. All rentals are for a two (2) hour minimum, and prorated for each additional fifteen (15) minute period or portion thereof. Daily rentals are due back the same day by closing time. No refunds on early returns! No returns!

Participants assume full responsibility for the bicycles, quads, scooters, boards, In-line skates, Segways and any other equipment rented (collectively, the "Equipment") and agree to compensate Bike and Roll for damages caused to the Equipment, excluding normal wear and tear ("Damages"), and for theft, during the rental period and for such time thereafter until the Equipment is returned to Bike and Roll, according to the lost equipment price list displayed at the Bike and Roll rental counter.

A "Equipment Damage & Theft Waiver" will automatically be added to your bicycle and skate rental unless requested not to. The cost is \$3.00 to \$10 per bike rental item per day. The Waiver covers one-hundred percent (100%) of Equipment Damages, and seventy-five percent (75%) of the replacement cost of the Equipment in the event of theft. In case of theft, the Participants will be charged the full retail value of the Equipment on the day of the theft, and will be reimbursed seventy five percent (75%) of the retail value within thirty days (30) of that date, provided that the Participants in question assist in the prompt filing of a police report. The Equipment Damage & Theft Waiver is not available for Segways or any other equipment over \$1,000.

Participants joining a Segway tour or renting a Segway hereby unconditionally assume the entire responsibility and liability for all damages and losses to the Segway, which arise out of, or result from, my actions, acts, activities and/or omissions while riding or operating the Segway. In connection with the foregoing assumption of responsibility and liability, I hereby authorize Bike and Roll to charge my credit card for all such damages.

I, the Participants understand and agree that I am responsible for any costs associated with unpaid rental/tour fees, damage and/or theft to the rental equipment. In such an event I authorize Bike and Roll to charge my credit card in an amount not to exceed \$5,995 per each equipment unit. No refunds on early returns! No returns!

SECTION III: RELEASE

In consideration of being permitted to rent and operate the Equipment and/or participate in a guided or self-guided tour, which are hereby acknowledged to be an inherently dangerous and risky activity, each adult Participant, on his own behalf, on behalf of all minors whose names appear below and with respect to whom said adult Participant is the legal guardian (the "Minors"), and on behalf of his/her spouse, and the legal representatives, heirs, and assigns, of him/herself and of the Minors (each of the foregoing is a "Releasor"), does hereby release, waive, and discharge all claims which may arise against Bike and Roll, the City of Miami Beach, the City of Miami, Bayside Marketplace, GGP, Bike and Roll, and their officers, directors, managers, shareholders, members, owners, employees, and agents and the successors, assigns, and heirs of each of the foregoing, (each of the foregoing is a "Releasee") in connection with the use of the Equipment and/or participation in a tour (collectively, the "Released Claims"), and does hereby covenant not to sue the Releasees, for the Released Claims, whether arising out of the negligence of the Releasees or otherwise.

Releasors agree to indemnify and hold harmless Releasees from any claim, liability, loss, damage, or cost, including attorneys' fees, which Releasees, or any of them, may incur directly or indirectly in

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connection with Releasers' participation in the Activity or Releasers' assertion of a Released Claim, including, without limitation, misrepresentations made in connection with the rental of the Equipment and/or participation in a tour and the execution of this Contract and Release, whether in an individual capacity, as guardian of a Minor, or otherwise.

Releasers acknowledge and assume the risks of using the Equipment and/or participating in a tour, including the risk of serious bodily injury to self and others, death, and property damage, and assume full responsibility for these risks, whether due to the negligence of the Releasees, or otherwise.

The risks inherent to the use of the Equipment and/or activity include, without limitation, the hazards posed by slips, falls, collisions, and drowning, due to causes including equipment failure, rough or broken pavement, negligent or unlawful conduct of the Participant and/or other individuals, collisions with natural or man-made objects or other individuals, adverse weather conditions, proximity to water which may be unpatrolled by lifeguards, and encounters with animals.

Releasers agree that this Release is governed by, and intended to be as broad and inclusive as permitted by, the laws of the State of Florida (without reference to the principles of conflicts of law thereof) and that should any term of this Release be held invalid by a court of competent jurisdiction, the remaining provisions shall remain effective.

SECTION IV: REPRESENTATIONS AND SIGNATURES

Each Participant freely and voluntarily assumes the risks of using the Equipment and/or participating in a tour. Each Participant acknowledges that he/she has executed this Contract and Release in order to use the Equipment and/or participate in a tour. For each Participant who is a minor, the adult Participant signing on his/her behalf represents and warrants that he/she is the legal guardian of that minor and possesses full legal authority to release and waive claims, and to covenant not to sue, on that minor's behalf. Each of the undersigned has read this Contract and Release in its entirety.

HELMETS – Each Participant or his/her legal guardian must mark his/her choice below:
YES: I will wear a safety helmet and/or other safety equipment. NO: I refuse to wear any type of safety helmet or other safety equipment, and accept full responsibility for this decision.

Today's Date: _____ Phone #: _____

Email: _____

2 hour minimum _____ (initial here) Damage and Theft Waiver _____ (initial to decline)

_____	helmet: yes ___ no ___	x _____
name of participant		signature of participant (or legal guardian if a minor)
_____	helmet: yes ___ no ___	x _____
name of participant		signature of participant (or legal guardian if a minor)
_____	helmet: yes ___ no ___	x _____
name of participant		signature of participant (or legal guardian if a minor)
_____	helmet: yes ___ no ___	x _____
name of participant		signature of participant (or legal guardian if a minor)
_____	helmet: yes ___ no ___	x _____
name of participant		signature of participant (or legal guardian if a minor)

Do not write here, for office use:

Bike Inv #'s: _____ Segway Inv #'s _____

Locks: _____ Helmets: _____ Lights: _____ Amount Paid: \$ _____ Cash/CC

Start Date/Time: _____ Return Date/Time: _____