

**Lancaster Recumbent Cycle Rental Terms & Conditions  
& Assumption of Risk, Waiver, and Release Agreements**



The following outlines terms and conditions for the rental of cycles and cycling equipment as well as an assumption of risk, waiver, and release of liability between Lancaster Recumbent and the renter:

**First Name:** \_\_\_\_\_ **Last Name:** \_\_\_\_\_ **State:** \_\_\_\_\_ **Zip:** \_\_\_\_\_  
**Address:** \_\_\_\_\_ **City:** \_\_\_\_\_ **Home** \_\_\_\_\_ **Mobile** \_\_\_\_\_  
**Phone:** \_\_\_\_\_  
**Email:** \_\_\_\_\_

**Rental Date(s):** \_\_\_\_\_ to \_\_\_\_\_  
**Rental Period:** \_\_\_\_\_  
Half Day (3.5 hours + 15 mins setup) \_\_\_\_\_ AM \_\_\_\_\_ PM  
Full Day (6.5 hours + 15 mins setup) \_\_\_\_\_

I hereby acknowledge and agree to the following rental terms and conditions as well as assumption of risk, waiver, and release of liability:

**RENTAL TERMS AND CONDITIONS** (please initial each point)

Renters must be 18 years or older; children under 18 are not permitted to use rental cycles or equipment.

Helmets, vests, and safety flags are included in the rental and are required to be used at times while operating rental cycles.

It is the responsibility of the renter to check the cycle appearance and function at Lancaster Recumbent, noting any issues, before leaving the rental property.

Rental cycles must be returned clean and in proper working condition, just as they left Lancaster Recumbent.

I agree to return the bike in clean, undamaged condition to avoid any additional charges for repair, maintenance, or replacement. I accept use of the equipment in good, 'as is', condition and accept full responsibility for care of the equipment while under my possession. Damaged parts or components will be repaired/replaced at Lancaster Recumbent's 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, handlebars, seats or other parts from misuse and/or crashes. Excess mud, dirt, and debris should be removed from the cycle prior to return to Lancaster Recumbent. Any cycle not returned clean will be assessed an additional \$15.00 per cycle.

Rental cycles and equipment are due back to Lancaster Recumbent promptly at the end of the agreed upon rental period, no later than 15 minutes before Lancaster Recumbent's closing time. Late returns will be assessed an additional \$15.00 per cycle.

I authorize Lancaster Recumbent to charge the credit card on file for costs in case of damage, unclean condition, and late return, including any labor and parts needed to return the cycle to the condition in which it was rented.

Lancaster Recumbent will provide a lock to secure the rental cycle when not in use. In the event of theft, I agree to reimburse Lancaster Recumbent for the original price of the rental cycle and any accessories stolen. Price will be assessed at the manufacturer's suggested retail price, MSRP, plus any shipping costs.

**ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT** (please initial each point)

**Assumption of Risk:** I understand and accept that renting this cycle and participating in cycling exposes me to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in cycling, and I confirm that I have no significant health issues that prevent me from participating in cycling. I have no medical conditions, nor have I been diagnosed with a condition that prevents me from cycling. In spite of the aforementioned risks and acknowledgements, **I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this cycle and participating in cycling.** I understand the inherent risk involved in using this rental cycling equipment and accept full responsibility for any and all such damage or injury which may result.

**Waiver and Release:** In consideration of Lancaster Recumbent renting me this cycle, I specifically **release and forever discharge Lancaster Recumbent and its affiliates, partners, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this cycle and participating in cycling.** This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Lancaster Recumbent or its affiliates, partners, agents, or employees. It is my intent by the Waiver And Release Agreement to release Lancaster Recumbent and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Lancaster Recumbent or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this cycle or participating in cycling, **I will have no right to make a claim or file a lawsuit against Lancaster Recumbent or its affiliates, partners, agents or employees,** even if they or any of them negligently cause my injury, illness, death or damage.

I received and reviewed from Lancaster Recumbent a bicyclist's safety manual.

I understand I am responsible for cycling safely and in accordance with PA State Laws and ordinances of the public recreational parks and trails.

Lancaster Recumbent has sufficiently shown me how to operate my rental cycle and has answered all my questions regarding operation of the rental cycle.

Signature:

Date: