



MCDOWELL MOUNTAIN CYCLES

FOUNTAIN HILLS • AZ

**RELEASE OF LIABILITY, WAIVER OF CLAIMS ASSUMPTION OF RISKS AND
INDEMNITY AGREEMENT**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS,
INCLUDING THE RIGHT TO SUE.**

PLEASE READ CAREFULLY!

RENTAL AGREEMENT: I accept full responsibility for the equipment listed on this form (“the Equipment”) and agree to pay for any damage to the Equipment and replace the Equipment at the full retail value if damaged to such an extent that repairs are not feasible or practicable.

BICYCLE SAFETY: I acknowledge that I have been advised to wear an approved helmet and/or protective gear while cycling. I am aware that cycling is subject to all applicable Municipal and State highway traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment. I have made no representations regarding my cycling ability.

ASSUMPTION OF RISK: I am aware that quick release mechanisms, brakes, and other parts of the Equipment will not function as optimally intended at all times and under all circumstances, and may be adversely affected by inclement weather conditions, moisture, terrain, and the like. I am aware that cycling involves risks, dangers and hazards including, but not limited to: mechanical and structural failure of the Equipment; changing weather conditions; variation or steepness in terrain; difficulty or inability to control one’s speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collision with exposed rock, earth, trees, or other natural or man-made objects; collision with pedestrians, vehicles or other cyclists; changes or variations in the cycling surface; failure to cycle safely or within one’s own ability; negligence of other cyclists; and **NEGLIGENCE ON THE PART OF MCDOWELL MOUNTAIN**

CYCLES, ITS MEMBERS, EMPLOYEES, AGENTS, AND/OR SERVANTS, AND THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT, THEIR MEMBERS, DIRECTORS, OFFICERS,EMPLOYEES, AGENTS AND/OR SERVANTS.

I UNDERSTAND THAT MY USE OF THE EQUIPMENT, INCLUDING SAFETY EQUIPMENT, CANNOT GUARANTEE MY SAFETY OR FREEDOM FROM INJURY WHILE CYCLING. I AM AWARE THAT IT IS NOT POSSIBLE TO PREDICT EVERY CONDITION OR CIRCUMSTANCE UNDER WHICH THE EQUIPMENT AND SAFETY EQUIPMENT WILL NOT OPERATE AS INTENDED. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AND THE RESPONSIBILITY FOR PERSONAL INJURY,DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM.(ALL OF THE FOREGOING PARTIES REFERRED TO AS THE “RELEASEES”)

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

1. To waive any and all claims that I have or may in the future have against McDowell Mountain Cycles, its members,directors, officers, employees, agents, and/or servants, and **TO RELEASE THE RELEASEES** from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer,resulting from or arising out of any aspects of my use of the Equipment, **DUE TO ANY CAUSE WHATSOEVER,INCLUDING NEGLIGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES** in respect of the design, manufacture, selection, installation, maintenance, inspection, service or repair of the Equipment, or in respect of the provision of or the failure to provide any warnings, direction, instructions or guidance as to the use of the Equipment. **THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED,CONCERNING THE EQUIPMENT LISTED ON THIS FORM;**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability from any damage to property of or personal injury to any third party, resulting from my use of the Equipment;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Arizona and no other jurisdiction; and

5. Any litigation involving the parties to this Agreement shall be brought solely within the State of Arizona and shall be within the exclusive jurisdiction of the Courts of the State of Arizona.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND SIGN IT FREELY, VOLUNTARILY, AND WITH KNOWLEDGE OF ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

SIGNATURE OF
USER _____ DATE _____

SIGNATURE OF RENTER OF EQUIPMENT IF DIFFERENT FROM USER
WITNESS _____ DATE _____