



Walden Cross Country  
1 Denis Ave,  
Naughton, ON, P0M 2M0  
705-692-2321

## BIKE RENTAL AGREEMENT

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.

**Customer agrees** to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts use 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 repair shop'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. All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed a 1-hour labour fee. Rentals are due within 15 minutes of the agreed rental duration or 15 minutes before Chalet closing time. Late returns are will be charged the rate of the next rental duration.

**Customer agrees** to provide Walden Cross Country with credit card details, for precautionary use only:

**I authorize** Walden Cross Country to pre authorize (place a hold) on the credit card to cover all eventual costs in case of damages to the bicycle(s) during my rental period, comprehensive of labour, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing Walden Cross Country for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

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(Signature)

## ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

### Assumption of Risk:

I understand and accept that renting this bicycle and participating in cycling exposes me/my child 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/my child should be in good physical health to participate in cycling, and I confirm that I/my child have no significant health issues that prevent me/my child from cycling. I/my child have no medical conditions, nor have I/my child 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/my child and loss of or damage to property arising out of renting this bicycle and participating in cycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

### Waiver And Release:

In consideration of Walden Cross Country & The Outside Store renting me/my child this bicycle, I specifically release and forever discharge Walden Cross Country, The Outside Store and their affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting this bicycle 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 Walden Cross Country, The Outside Store or their affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Walden Cross Country & The Outside Store and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Walden Cross Country, The Outside Store 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/my child while I am engaged in renting this bicycle or participating in cycling, I will have no right to make a claim or file a lawsuit against Walden Cross Country, The Outside Store or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

**To Be Initial By The Renter**

\_\_\_\_\_ I realize that I cannot take the bike off the Walden Trails property.

\_\_\_\_\_ I realize the importance of wearing a helmet and that a helmet must be worn at all times.

\_\_\_\_\_ I realize that I may be charge an additional fee if the bike is returned late.

\_\_\_\_\_ 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 accidents caused by other bicycles, other trail users, rocks, trees or trail conditions.

\_\_\_\_\_ The Walden Cross Country Chalet attendants have answered any questions I have had regarding the rental of the bike.

**I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY**

Date: \_\_\_\_\_

Renter Print Name: \_\_\_\_\_

Renter Signature: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Province: \_\_\_\_\_ Postal Code: \_\_\_\_\_

Note: this address must be linked to the credit card on page 4

Telephone Number: \_\_\_\_\_

Parent or Guardians Signature (if renter under 18): \_\_\_\_\_

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Walden Cross Country and The Outside Store from any claims, lawsuits or responsibilities for that minor. The undersigned and renter have has read this BIKE RENTAL AGREEMENT, ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT.

**Rental Details**

Bike Number: \_\_\_\_\_ Time Out: \_\_\_\_\_ Latest Return Time: \_\_\_\_\_

Helmet Rental: \_\_Y\_\_N\_\_ Helmet Number: \_\_\_\_\_

2 hr Rental \_\$28\_ 4 hr Rental \_\$45\_ Day Rental \_\$73\_ (includes HST)

Club Member: \_\_Y\_\_N\_\_ Fat Bike Day Fee: \_\$10\_ (includes HST)

Total \$ \_\_\_\_\_

**Renter or Parent Identification:**

Driver's License Number: \_\_\_\_\_

**Return Check List:**

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

Issues reported by renter: \_\_\_\_\_

**Post-Rental Inspection:**

Wheels run true: \_\_\_\_\_

Tires not flat: \_\_\_\_\_

Spokes not damaged: \_\_\_\_\_

Brake rotors run true: \_\_\_\_\_

Handle bars OK: \_\_\_\_\_

Brake levers OK: \_\_\_\_\_

Seat not damaged: \_\_\_\_\_

Chain rotates: \_\_\_\_\_

Pedals not damaged: \_\_\_\_\_

Frame not damaged: \_\_\_\_\_

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**Credit Card Information:**

\*\* The address given on page 3 has to match the mailing address linked to the credit card \*\*

Credit Card Number (in case of damages): \_\_\_\_\_

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

Expiry Date: \_\_\_\_\_ CVC: \_\_\_\_\_