

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

**BY CONSENTING TO THIS AGREEMENT YOU 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 and agree to pay for any damage to the equipment and replace at full retail value if not returned by the agreed date.

**BICYCLING SAFETY**

I acknowledge that I have been advised to wear an approved helmet while cycling. I am aware that cycling is subject to applicable municipal, county, state and federal highway traffic regulations. I am familiar with the proper use of the equipment, including all quick-release mechanisms, brakes and gear shifters on the bicycle. I am aware that there are technicians available to answer any questions I may have as to the proper use of the equipment.

**ASSUMPTION OF RISKS**

I am aware that cycling involves risks, dangers and hazards including, but not limited to, mechanical failure of the equipment, changing weather conditions, variation or steepness of 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, snow, ice, earth, plants, trees or other natural or man-made objects; collision with pedestrians, vehicles or other cyclists or skaters; negligence of other cyclists or skaters; and NEGLIGENCE ON THE PART OF ARIZONA OUTDOOR SPECIALISTS INC. AND THE MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE TO PROTECT AND SAFEGUARD ME FROM THE RISKS, DANGERS AND HAZARDS OF CYCLING. I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE RESPONSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

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

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

1. **To waive any and all claims that I may have or may in the future have against ARIZONA OUTDOOR SPECIALISTS INC. AND THE MANUFACTURERS AND DISTRIBUTORS AND THEIR DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, REPRESENTITIVES, SUCCESSORS AND ASSIGNS (all of whom are collectively referred to as "THE RELEASEES") 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 as a result of arising out of any aspect of my use of the equipment, due to any cause whatsoever, including negligence, breach of contract or breach of warranty on the part of RELEASEES in respect of the design, manufacture, selection, installation, maintenance or adjustment of the equipment, or in respect of the provision or of the failure to provide any warnings, directions, instructions or guidance as to the use of the equipment.**
2. **TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES** from any and all liability for any loss, damage, injury or expense 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 shall be governed by and interpreted in accordance with the law of the United States of America and the State of Arizona.
5. Any litigation involving the parties to this agreement shall be brought within the State of Arizona.