



Athens-Wayne Outdoor Asset Development Corporation Equipment Rental Contract Baileys Trail System MTB Rental

Reservation Policy

You may reserve equipment in advance online, by phone, or in person with a complete payment of total rental fees by credit card only. Your credit card will be charged 25% upon reservation and the remainder charged when the equipment is picked up. You may also check equipment availability by phone or in person. Reservations must be cancelled 2 days prior to pick up date to receive a full refund of the deposit. If a reservation is cancelled within 2 days of the pick-up date, the reservation fee is non-refundable. If the rental is not cancelled and the customer does not show up, the **full rental fee will be applied** to the customer. No reservation fee refunds will be issued due to inclement weather or changing plans unless the cancellation is two days prior to pick up.

Rental Policy

Rental fees must be paid in full when equipment is rented; no rental equipment may leave the service center unless paid in full. For student discounted rentals, a valid student ID is required. For local discounted rentals, a valid government issued ID is required. Equipment must be returned complete and in good working order. **Late equipment will be charged an additional \$10.00 to the daily rate of each item for each day late.** Any equipment that is lost, stolen, returned damaged or unusable, will have repair / replacement fees charged to the account on file in the full amount of the repair or the full replacement value of the item. Your credit card information will be kept on file until the bikes have been returned and inspected and will be charged for any repairs or replacements.

Renter Financial Liability and Liability Release Adults and Minors

I have examined the equipment to be rented have found it to be in good operating condition with all necessary parts/accessories. I voluntarily rent and accept it "as is". I understand that there is no insurance coverage provided and I will be held financially responsible for any loss, theft, damage, replacement, or late fees. 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 will not operate as intended. I am aware of the risks, dangers and hazards associated with the use of the equipment and I freely and fully assume all such risks, dangers, and hazards, and the responsibility for personal injury, death, property damages and loss resulting therefrom. I understand that there are no refunds unless in accordance with the above policy.

I understand that the Athens-Wayne Outdoor Asset Development Corporation and Baileys Trail System Bike Rental are not responsible and may not be held liable for any injuries incurred in connection with the use of its rental equipment. Renter agrees to IDEMNIFY AND HOLD HARMLESS the Athens-Wayne Outdoor Asset Development Corporation from any and all claims, actions, suits procedures, costs, expenses, damages and liabilities, including attorney's fees brought as a direct result of RENTER'S **negligence, recklessness or intentional conduct.**

I am aware of and fully understand the procedures regarding the safe use of the equipment listed on the back of this page. In consideration of being granted permission to rent this equipment from

the Athens-Wayne Outdoor Asset Development Corporation, I, for myself, my heirs, and my personal representatives, release and agree not to sue, to indemnify and hold harmless, and voluntarily assume all risks of accident or injury and release and forever discharge the State of Ohio, Athens-Wayne Outdoor Asset Development Corporation, Outdoor Recreation Council of Appalachia, and their officers, agents, staff, and volunteers from and against any and all claims of injury, loss of life, or loss/damage to property in any way arising from the use, misuse, and/or abuse of this equipment.

_____ Release and Waiver for Minor

I/We, the undersigned, parent(s)/guardian(s) of _____, a minor under the age of eighteen (18), do hereby grant permission for said minor and I/we am/ are aware of and fully understand the procedures regarding the safe use of the equipment listed on the back of this page. I/We understand that use of the equipment, including safety equipment, cannot guarantee 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 will not operate as intended. I am aware of the risks, dangers and hazards associated with the use of the equipment and I freely and fully assume all such risks, dangers, and hazards, and the responsibility for personal injury, death, property damages and loss resulting therefrom. I understand that there are no refunds unless in accordance with the above policy. In consideration of being granted permission to rent this equipment from the Athens-Wayne Outdoor Asset Development Corporation, I, for myself, my heirs, and my personal representatives, release and agree not to sue, to indemnify and hold harmless, and voluntarily assume all risks of accident or injury and release and forever discharge the State of Ohio, Athens-Wayne Outdoor Asset Development Corporation, Outdoor Recreation Council of Appalachia, and their officers, agents, staff, and volunteers from and against any and all claims of injury, loss of life, or loss/damage to property in any way arising from the use, misuse, and/or abuse of this equipment.

I CERTIFY THAT I AM 18 YEARS OF AGE OR OLDER, I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS CONTRACT AND RELEASE, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS STATEMENTS:

SIGNATURE _____ DATE _____

NAME _____ PHONE # _____

ADDRESS _____ E-MAIL _____

I CERTIFY THAT I AM THE PARENT/ GUARDIAN OF A MINOR UNDER 18 YEARS OF AGE OR OLDER, I HAVE CAREFULLY READ AND FULLY UNDERSTAND THIS CONTRACT AND RELEASE, AND I SIGN IT VOLUNTARILY WITH FULL KNOWLEDGE OF ITS STATEMENTS:

MINOR'S NAME: _____

SIGNATURE _____ DATE _____

NAME _____ PHONE # _____

ADDRESS _____ E-MAIL _____