

CITY BIKE RENTALS, INC.

RELEASE AND WAIVER OF LIABILITY

In consideration of being permitted to rent and use Equipment from City Bike Rentals, Inc., I hereby release and discharge City Bike Rentals, Inc., and waive any rights I may have to assert any claims against City Bike Rentals, Inc., its principals, managers, employers, agents and officers. I fully understand that the activities I will engage in involve inherent risks. I assume these risks and release City Bike Rentals, Inc. for all liabilities and claims related thereto.

I assume full responsibility for any injuries or damages resulting for my participation in this activity including responsibility for using reasonable judgment in all phases of participation of the activity. I recognize and understand that my participation is solely at my own risk, and that I assume full responsibility for any resulting injuries and damages.

I acknowledge that I have been advised to wear all necessary safety equipment, including helmets and other protective equipment. I am aware that the use of this equipment is subject to all applicable municipal, state and/or federal laws.

I affirm that I am in proper physical condition to participate in the above-referenced activity. If I believe conditions are unsafe, I will immediately discontinue my participation. I acknowledge and accept that I am responsible for predicting whether the terrain used is safe for the use of the Equipment. I nevertheless freely and voluntarily assume all of the aforesaid risks and hazards and my use of the Equipment shall be entirely at my own risk.

I understand that this waiver of liability and release binds my heirs, executors, administrators, and assignees as well as myself.

I acknowledge that I have read this release and waiver of liability and understand that I have given up substantial rights by signing it. I have signed it freely and without any improper inducement. This release of liability shall be effective to the greatest extent allowed by law. If any portion is held to be invalid, the remainder shall remain in full force and effect.

If I am a parent or legal guardian signing this release on behalf of a minor participant, I consent to the minor participant's participation and agree that each of the above-stated releases and representations fully apply to the minor participant.

Date:

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Print Name of Participant

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Signature of Participant (or parent/guardian
if participant is under 18 years of age)