

**ASSUMPTION OF RISK AND RELEASE OF LIABILITY**  
**BIKE MARATHON BIKE RENTAL, LLC**

NAME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

DROP OFF/PICK UP DATE: \_\_\_\_\_

BIKES: \_\_\_\_\_ PADDLEBOARD: \_\_\_\_\_ KAYAK: \_\_\_\_\_ INVOICE AMOUNT: \_\_\_\_\_

**EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY:** In recognition of the inherent risks of biking, kayaking, stand-up paddle boarding, and/or fishing (together, the "Activity"), which I and any minor children for which I am responsible will engage in, I confirm that I am/we are physically and mentally capable of participating in the activity and using the equipment. I elect to participate in spite of the risk and assume full responsibility for all losses and/or damages. These losses and/or damages include, but are not limited to: sprains, torn muscles and /or ligaments, fractured bones, eye damage, cuts, abrasions, contusions, dehydration, anoxia, head, neck and/or spinal injuries, temporary and/or permanent paralysis, animal bite or attack, snake bite, allergic reactions, shock, other injury and/or disability which may be severe, and/or death.

**ACKNOWLEDGEMENT OF RISKS:** I/we realize that there are inherent dangers associated with the Activity, with or without a guide, and with or without instruction. The Activity may involve hazards including but not limited to: 1) Varying wind and weather conditions, the presence of motorized watercraft, the stability characteristics of a watercraft, equipment failure, and my/our sense of balance and inability to control the craft or follow instructions; 2) Collision, upset, overturn, and sinking can result in getting wet, injured, exposed to the elements, and/or drowning; 3) An "act of nature" which may include wildlife bites, alligators, snake bites, tree falling, inclement weather, thunder and lightning; 4) Weather related injuries and illnesses such as heat exhaustion and heat stroke, due to hot weather and high humidity, or hypothermia due to cold weather, or disability/death due to lightning strike; 5) There are no lifeguards present to rescue me/us from injury or drowning; 6) Personal property may be lost or damaged. Risks and dangers may arise from foreseeable and unforeseeable causes including a guide's ability to make decisions or judge weather, water route, water levels, tides. I/we fully understand and acknowledge that the aforementioned risks, dangers and hazards are integral to recreational activities taking place in an outdoor, remote, or wilderness environment. I/we acknowledge that this paragraph contains only an incomplete statement of the risks associated with the Activity, and that there are many other risks, both known and unknown, associated with the Activity which may result in my/our injury and/or death. **All water sports activities are not permitted to operate beyond 1 Nautical Mile (NM) from the shore.**

**RELEASE OF LIABILITY:** In consideration of services and equipment provided, I, for myself and minor children for which I am parent, legal guardian or otherwise responsible, all heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless, and agree to indemnify **RELEASE OF LIABILITY BIKE MARATHON BIKE RENTAL, LLC.** and its owner(s), officer(s), employee(s), and contractor(s), and all landowners upon whose property activities are conducted, from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, or otherwise which may arise out of or be otherwise related to my/our participation in the Activities.

**EXPENSES:** I/we either have insurance or agree to pay all cost of rescue, medical, and legal services incurred on my/our behalf or arising out of or otherwise related to my/our participation in the Activities. I/we will be responsible for the repair or replacement of damaged or lost equipment resulting from anything other than normal wear and use.

**INTEGRATION & NON-RELIANCE:** This document contains the entire agreement and supersedes any and all prior written and/or oral agreements. This agreement may be altered or modified only in writing signed by the parties. I/we acknowledge and agree that in entering into this agreement I/we have not relied and am/are not relying on any representations, warranties, or other statements whatsoever, whether written or oral, from or by **BIKE MARATHON BIKE RENTAL, LLC** or any person acting on its behalf. I/we acknowledge and agree that I/we will not have any right or remedy arising out of any representation, warranty or other statement.

**POLICIES: Alcohol/Drugs.** I/we will abide by the NO ALCOHOL/DRUGS policy prior to renting or touring and while using the rented equipment. Floatation device (a "Life Jacket") is required and an important safety precaution in all water activities.

**I have read and understand this agreement. I understand that I am/we are giving up valuable rights by signing this agreement. I am/we are entering into this agreement voluntarily, freely, and with full consent.**

**SIGNATURE/DATE** \_\_\_\_\_