



Rider's Name: \_\_\_\_\_ Date: \_\_\_\_\_

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

State: \_\_\_\_\_ Zip: \_\_\_\_\_ Phone: \_\_\_\_\_

Age: \_\_\_\_\_ Weight: \_\_\_\_\_ Email: \_\_\_\_\_

Bike Riding Skill Level:  Beginner  Intermediate  Expert

Rental Bike Brand and Model(s): \_\_\_\_\_

Special Equipment: \_\_\_\_\_

Driver's License #: \_\_\_\_\_

**NOTICE: ALL RIDERS MUST READ AND SIGN OUR RELEASE OF LIABILITY, WAIVER OF CLAIMS, INDEMNIFICATION, AND ARBITRATION AGREEMENT ("WAIVER") BEFORE RENTING EQUIPMENT FROM THE WHEEL MILL, LP. NO EXCEPTIONS.** The Waiver includes a list of rules and regulations for our indoor bike park that we recommend you read each time you visit. All rules and regulations will be strictly enforced.

### THE WHEEL MILL, LP RENTAL AGREEMENT

In consideration for equipment rental privileges ("Rentals"), the Participant and the Participant's parent(s) or legal guardian(s) if the Participant is a minor (collectively "Participant") agrees to the following terms and conditions of this Rental Agreement:

1. I agree to ride strictly in accordance with the terms of this Rental Agreement and The Wheel Mill, LP's Release of Liability, Waiver of Claims, Indemnification, and Arbitration Agreement ("Waiver"). I certify that I have no physical or mental condition, nor physical limitation that restricts me from using Rentals safely and in compliance with the rules and regulations of the indoor bike park. I further agree that I have made no misrepresentation on this form or Waiver regarding my weight, age, health, fitness or cycling experience.

Participant's Initials \_\_\_\_\_

Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

2. I certify that I have received satisfactory answers to all of my questions regarding the use and function of each Rental, including, without limitation, the pedal system(s) and quick release mechanisms. If at any time I feel that my Rental is not functioning properly, I will immediately stop using it and return it to The Wheel Mill Staff for inspection and for any needed repairs or adjustments. If, at no fault of my own, it is found that my Rental is inoperable or unfit to use on The Wheel Mill, LP's indoor bike park, I will be issued a new Rental at no additional cost to me. **I the participant acknowledge that I am responsible for any damage to the bicycle caused by accident, misuse or negligence.**

Participant's Initials \_\_\_\_\_

Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

3. I, the Participant (or the parent/legal guardian of the Participant), acknowledge that bike riding, including doing jumps and stunts on a bike, and riding on skinnies, teeter totters and various other structures and apparatus at The Wheel Mill LP's indoor bike park, is an inherently dangerous activity that can result in injuries, damage to property, and other losses including permanent disability, paralysis and death. These risks and dangers include falling, colliding with other participants, bicycles, or stationary objects, and widely variable and unpredictable conditions of riding surfaces. I further understand that injuries in this activity are a common and ordinary occurrence. I voluntarily and knowingly assume these risks.

Participant's Initials \_\_\_\_\_

Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

4. I understand the proper use and conduct associated with my Rental. I have been advised and understand that as a condition of being granted Rental privileges, **I must wear a helmet at all times while riding the Rental and willingly agree to do so. I understand that no rental bikes are allowed in the Foam Pit.**

Participant's Initials \_\_\_\_\_

Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

5. I HEREBY RELEASE, DISCHARGE, AGREE TO INDEMNIFY, SAVE AND HOLD HARMLESS, AND COVENANT AND AGREE NOT TO SUE OR MAKE ANY CLAIM AGAINST THE WHEEL MILL, LP, ADVERTISERS, VOLUNTEERS, EMPLOYEES, DISTRIBUTERS, OFFICERS, DIRECTORS, AGENTS, REPRESENTATIVES, AFFILIATES, SUCCESSORS AND ASSIGNS OF EACH OF THE ABOVE (COLLECTIVELY THE "RELEASEES"), WITH RESPECT TO ANY AND ALL DAMAGES, CLAIMS, DEMANDS, ATTORNEYS' FEES, EXPENSES, LIABILITIES, CHARGES, SUITS OR CAUSES OF ACTION FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGES OR ANY OTHER DAMAGE OR LOSS WHATSOEVER, WHETHER BASED ON NEGLIGENCE, GROSS NEGLIGENCE, PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, THAT I OR MY HEIRS, EXECUTORS, ASSIGNS OR ANYONE CLAIMING BY OR THROUGH ME OR THEM MAY HAVE, RELATING IN ANY WAY TO THE SELECTION, MAINTENANCE, ADJUSTMENT, DESIGN, MANUFACTURE, CONDITION AND/OR USE OF THIS RENTAL AND/OR ANY OTHER EQUIPMENT LISTED ABOVE EVEN IF ANY OF THE FOREGOING ARE CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR THE FAILURE OF ANY OF THEIR PRODUCTS OR RENTAL EQUIPMENT.

Participant's Initials \_\_\_\_\_  
Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

6. I agree that the terms of this Rental Agreement will be governed by the laws of the Commonwealth of Pennsylvania, USA, without regard to its or any other state's or country's choice of law rules.

Participant's Initials \_\_\_\_\_  
Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

7. I HEREBY ACCEPT AND AGREE TO ACCEPT THE TERMS AND CONDITIONS OF THIS AGREEMENT. I FURTHER UNDERSTAND THAT THE WHEEL MILL, LP MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE RENTALS LISTED ABOVE. I UNDERSTAND THAT ALL RENTALS ARE PROVIDED "AS IS" AND "WITH ALL FAULTS."

Participant's Initials \_\_\_\_\_  
Participant's Parent/Guardian Initials (if Participant is a minor) \_\_\_\_\_

8. **I HAVE CAREFULLY READ THIS RENTAL AGREEMENT** and fully understand the release of liability provisions it contains. I am aware that this is a release of liability in consideration for each Rental being loaned to me, and I (or my parent/guardian, if I am a minor), signed this Rental Agreement under my own free will.

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Participant's Signature \_\_\_\_\_ Date \_\_\_\_\_

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Parent or Legal Guardian's Signature (if Participant is a minor) \_\_\_\_\_ Date \_\_\_\_\_

