



**Arevshar Bicycle Company LLC
(d/b/a YRyde Bykes
836 Abbey Drive
Glen Ellyn, Illinois 60137
(630 858-2220**

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT`

Assumption of Risk: I understand and accept that by either renting or test riding this bicycle, and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result. I/my child will ride with caution and comply with all applicable traffic laws while using this bicycle. I/my child will not use cameras (other than a GoPro attached securely to either a helmet or the bike), cell phones, or other electronic devices while riding this bicycle.

Bicycle Rented “AS IS”: I acknowledge and agree that the bicycle is being rented to me/my child “AS IS”. I will carefully inspect the bicycle prior to using it. If I note any damage to the bicycle, I will not use the bicycle and will notify Arevshar Bicycle Company LLC (“Company”) of the damage.

Waiver, Release, and Indemnity: In consideration of Company renting me/my child this bicycle, I specifically release and forever discharge Company and its *affiliates*, officers, agents, and employees (the “Released Parties”) from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of the Released Parties. It is my intent by the Waiver And Release Agreement to release Company and to hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence, , or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against the Released Parties, even if they or any of them negligently cause my injury/my child’s injury, illness, death or damage. I agree to indemnify, defend and hold the Released Parties harmless from and against any and all liability for claims, losses, damages, and expenses of any kind which are in any way connected to my or my child’s use of the bicycle.

_____ I realize the importance of wearing a helmet. I/my child will wear a helmet at all times.

_____ I will not use or permit the bicycle to be used for hire, to be operated in a test, race or contest, or on a designated bicycle trail if specifically prohibited, or in any location that operation would be illegal or a nuisance to others. I will not perform stunts or attempt any “trick” while riding the bicycle.

_____ I will not permit the bicycle to be used by any individual (an “Unauthorized Party”) other than myself/my child, and will assume all of the risks and liabilities referenced in the preceding paragraphs if the bicycle is operated by an Unauthorized Party.

_____ I understand that if for any reason that my credit card charges are inaccessible or cancelled, that the Company has the right to put a lien on all of my personal and real property and charge interest on the outstanding balance at the rate of one-and-a-half percent (1.5%) per month.

_____ I understand that this activity may result in severe injury, including but not limited to spinal or head injury.

_____ I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.

_____ Company staff have answered any questions I have had.

_____ I understand these bicycles may not have visibility enhancement equipment such as blinking lights.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Print Name: _____

Signature: _____

Date: _____

Address: _____

City: _____

Telephone Number: _____

Age (if under 18): _____

Parent or Guardians Signature: _____

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing AREVSHAR BICYCLE COMPANY LLC from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS AND CONDITIONS OF THE AREVSHAR BICYCLE COMPANY LLC - BICYCLE RENTAL AGREEMENT.

