

TRYON RESORT BIKE RENTAL PROGRAM

**READ THIS DOCUMENT COMPLETELY BEFORE COMPLETING AND SIGNING. ITS EFFECT IS TO RELEASE Tryon Resort AND ALL ASSOCIATED EMPLOYEES FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATING IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST TRYON RESORT WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM SUCH NEGLIGENCE.**

Renter's Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Today's Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Renter, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Renter," "I" or "me", which terms shall also include Renter's parents or guardian, if Renter is under 18 years of age) to Tryon Resort. As the undersigned Renter, I fully recognize that there are dangers and risks to which I may be exposed by participating in Tryon Resorts' Rental Program (the "Activity").

As the undersigned Renter, I understand that Tryon Resort makes no representations as to the condition of the bicycles, helmets and locks we lend ("Equipment"), nor does Tryon Resort qualify as a merchant of said Equipment, and Equipment is made available as an accommodation, and not a service, to Tryon Resort clients and friends. I am well advised to check the condition of the Equipment prior to use, and to notify Tryon Resort of any discovered problems or defects in the Equipment. Tryon Resort does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by Tryon Resort, as the undersigned Renter, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release Tryon Resort and all of its affiliates and partners, and their respective governing boards, officers, directors, legal representatives, members, employees, administrators, assigns, and contractors (collectively "Releases"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively "Liabilities"), and I agree to defend, indemnify, and save Releases harmless from and against any and all Liabilities.

I agree to properly use and care for all borrowed equipment while it is in my possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or injury. I agree to properly secure/lock all borrowed equipment in legal locations when not in my possession. The safety of accompanying passengers in any attached Equipment (not limited to, but including any child-related equipment) is my responsibility and I agree to monitor the condition of the Equipment and its passengers at all times. I agree to take and/or wear an approved safety helmet and to ensure that all passengers and those for whom I am responsible wear appropriately-sized approved safety helmets. I agree not to use the Equipment in conditions of reduced visibility (including, but not limited to, darkness).

I agree not to lend the bikes to others while it is in my possession, and that if I were to do so, and that if they were to suffer a loss as a consequence, that that is my responsibility alone.

I understand and agree that should the bike be lost or stolen while it is in my possession, Tryon Resort will automatically charge my debit/credit card used at the point of sale for an amount of \$300. I understand and agree that Tryon Resort will not notify me prior to this transaction. The transaction will take place no sooner than 24 hours after the bike is reported missing. I understand and agree that should my rented helmet be lost or stolen while it is in my possession, Tryon Resort will automatically charge my debit/credit card used at the point of sale for an amount of \$40. I understand and agree that should the bike lock be lost or stolen while it is in my possession, Tryon Resort will automatically charge my debit/credit card used at the point of sale for an amount of \$40. I understand and agree that should I not return the bike on the day I rented it and return it the following day, Tryon Resort will automatically charge my debit/credit card used at the point of sale for an amount of \$25.

As the undersigned Renter, I recognize that this Release means I am giving up, among other things, all rights to sue Releases for injuries, damages or losses I or any passengers or persons for whom I am responsible may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as me.

I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require, and that any passengers or persons for whom I am responsible also have adequate medical or health insurance to cover any medical assistance they may require.

I agree that this Release shall be governed for all purposes by North Carolina law, without regard to such law on choice of law. I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

**I have read, understood and agree to the above terms this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ .**

**Signature of Renter** whose printed name appears above:

\_\_\_\_\_

Witness over 18 years of age (**Renter** must sign in presence of the Witness):

\_\_\_\_\_

**If Renter is under the age of 18, his or her parent or legal guardian must also sign:**

I, (printed name) \_\_\_\_\_, am the parent or legal guardian of the Renter who has signed above. I have read and I understand the provisions of this document, and acting on behalf of the Renter, I consent to the Renter taking part in the activities described above, and I fully enter into an agreement to the above Release.

**Signature of Parent or Legal Guardian (date) Relationship to Renter:**

\_\_\_\_\_

Bike #: \_\_\_\_\_ Time Out: \_\_\_\_\_