

RENTAL AGREEMENT & WAIVER

THE FOLLOWING IS A WARNING, RELEASE OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT BETWEEN THE RENTING PARTY (hereinafter collectively referred to as I) AND RENTAL COMPANY (hereinafter referred to as Laughing Dog Shuttle, Inc.):

1. I acknowledge that bicycling can be a hazardous activity that involves risks that may cause injury to myself or others and be fatal to myself or others. I willingly agree to assume all risks included in the activity. I acknowledge that **Laughing Dog Shuttle, Inc.** provides a free rental helmet with each bicycle rented.
2. I acknowledge that it is my responsibility to return any rented bicycle(s) or equipment under any circumstance and that **Laughing Dog Shuttle, Inc. and Adventure Damascus, Inc.** does not perform pick-up service. I agree and understand that in the event that any rental bike or piece of equipment are lost, stolen or damaged, I will forfeit my security deposit and immediately pay **Laughing Dog Shuttle, Inc.** the total cost to replace or repair rental bikes and equipment at retail replacement cost, including rental fee.
3. I will not permit said property to be used by any other person without the express consent of **Laughing Dog Shuttle, Inc.**
4. I agree to indemnify and hold harmless **Laughing Dog Shuttle, Inc. and Adventure Damascus, Inc. (dba Adventure Damascus and Sundog Outfitter)**, including owners, agents, employees, volunteers, landlords, tenants, sponsors, advertisers and any other entity or persons acting on their behalf, from any and all liability for damage, injury or death to myself, or to any other person or property, which are in any way connected to my participation in the activity stated herein. I waive my right to present any legal claim or lawsuit against these entities or persons regardless of how any damage, injury or death may have occurred, through negligence or any other manner considered through legal claim.
5. I agree to release, discharge, indemnify and hold harmless all manufacturers and/or distributors of any equipment provided to me by **Laughing Dog Shuttle, Inc.**, including but not limited to bicycles and helmets, components of bicycles, from any liability for damage, injury or death to myself, or any other person or property, which are in any way connected to my participation in the activity stated herein. I hereby waive my right to present any legal claim or lawsuit against these entities regardless of how any damage, injury or death may have occurred, through negligence or any other manner considered through legal claim.
6. I understand that **Laughing Dog Shuttle, Inc., Adventure Damascus, Inc.**, or any of their subsidiaries is neither the manufacturer of the rental equipment nor the agent of the manufacturer and that no warranty against patent or latent defects in material, workmanship, or capacity is given.
7. I agree that in the event the property becomes unsafe or in a state of disrepair, I will immediately discontinue the use of and promptly return it to **Adventure Damascus and Sundog Outfitter**.
8. I agree to pay for any damage to or loss of such property while in the possession or control of myself. In the event that I must resort to litigation or recover for damages caused to or loss of such property, I also agree to pay **Laughing Dog Shuttle, Inc.'s** reasonable attorney fees and court costs.
9. If I am signing on behalf of a minor as a parent or guardian, I accept full responsibility for all expenses, including medical expenses, incurred with the rental of the bicycle and any equipment. I also agree to release, hold harmless, and indemnify anyone associated with **Laughing Dog Shuttle, Inc. and Adventure Damascus, Inc.** or the rental of this bicycle for any damages, injuries or death sustained by the minor renting the bike or for which he or she may be liable to other persons as a result of the described activities.
10. I acknowledge receipt of the personal property. I agree that the property was inspected by **Laughing Dog Shuttle, Inc.** and personally examined by myself at the time of delivery to and acceptance by myself and that the property was in good and serviceable condition.
11. I understand that this contract is a warning, release of liability and indemnity agreement as is legally allowed. I agree that if any portion of this contract is found to be void, invalid, or unenforceable, the remaining portions shall remain in full force and effect. I agree that this contract shall be binding for myself, my children, my heirs, assignees, executors, and personal representatives and administrators of my and/or their estate(s).

I have read this contract carefully and thoroughly, understand its terms, and agree that, by signing below, I am bound to its contents.

PRINTED NAME OF RIDER:

DATE:

Total Rentals

Signature of Renter or Parent/Guardian on behalf of minor(s) under 18 years of age