

532 Gardner Expressway | Quincy, IL 62301 800.978.4748 | 217.214.3700

EXP CCV

Advance Reservation Information					
NAME(S):					
BIKE(S): trek #1	trek #2	tandem			
AMOUNT DUE: \$					
EST. RENTAL PERIOD:					
PHONE:					
DATE:	STAFF:				

Rental Rates [pre-payment required / locks + helmets included / please circle selection]

MODEL	[2-hr min]	[any 24 hrs]	[any 3 days] WEEKEND	*WEEKLY		
7-speed tandem	\$12	\$ 35	\$ 75	\$125		
trek lime #1 (with basket)	\$ 8	\$ 25	\$ 60	\$ 95		
trek lime #2	\$8	\$ 25	\$ 60	\$ 95		
If same as above, check here NAME(S):						
ADDRESS:						
PHONE: ()						
DATE:	STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:STAFF:					
GRACE PERIOD: HOURLY, 10 MIN / ALL OTHERS, 2 HOURS [OVERAGES CHARGED AT HOURLY RATE] CHECKS PAYABLE TO: Q A C V B						
*DEPOSIT REQUIRED FOR WEEKLY RENTAL / MAJOR CREDIT CARD REQUIRED: NAME CC #						

Bike Quincy WAIVER SIGNATURE OF USER(S): DATE ACCEPTING HELMET? yes no WITNESS:

RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT. BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY!

RENTAL AGREEMENT

Users are required to complete a Bicycle Loan Agreement Form and submit a deposit according to the Schedule of Deposit and Value for the expected loan period. A lock is provided with each bicycle. Also, there is the option to rent or purchase a helmet. I accept full responsibility for the equipment listed on this form ("the Equipment") and agree to pay for any damage or loss of the Equipment and the full retail value to such an extent that repairs are not feasible or practical.

BICYCLE SAFETY

I acknowledge that I have been advised to wear an approved helmet and/or protective gear while cycling. I am aware that cycling is subject to all applicable Municipal and State traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear operations. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment. I have made no representations regarding my cycling abilities.

ASSUMPTION OF RISKS

I am aware that quick release mechanisms, brakes, and other parts of the Equipment will not function as optimally intended at all times and under all circumstances, and may be adversely affected by inclement weather conditions, moisture, terrain, and the like. I am aware that cycling, including off-road and mountain terrain cycling, involves risks, dangers and hazards including, but not limited to: mechanical and structural failure of the Equipment; changing weather conditions; variation or steepness in terrain; difficulty or inability to control one's speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collision with exposed rock, snow, ice, earth, trees, or other natural or man made objects; collision with pedestrians, vehicles or other cyclists; changes or negligence of other cyclists; and NEGLEGENCE ON THE PART OF FRIENDS OF THE TRAILS AND QUINCY BIKES, ITS MEMBERS (Historic Quincy Business District, Quincy Park District, Quincy Family YMCA, Quincy Salvation Army, Quincy Area Convention & Visitors Bureau, Quincy Public Library, Madison & Davis Bicycle Shop), DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND/OR SERVANTS, TERRALOGIC PARK AGENTS AND/OR SERVANTS AND THE MANUFACTURERS AND DISTRIBUTORS OF THE EQUIPMENT, THEIR MEMBERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND/OR SERVANTS. I UNDERSTAND THAT MY USE OF THE EQUIPMENT INCLUDING SAFETY EQUIPMENT, CANNOT GUARANTEE MY SAFETY OR FREEDOM FROM INJURY WHILE CYCLING. I AM AWARE THAT IT IS NOT POSSIBLE TO PREDICT EVERY CONDITION AND THE EQUIPMENT WILL NOT ALWAYS OPERATE AS INTENDED. I FREELY ACCEPT AND FULLY ASSUME RESPONSIBILTY FOR PERSONAL INJURY, DEATH, PROPERTY DAMAGE, AND LOSS RESULTING THEREFROM. (ALL OF THE FOREGOING PARTIES REFERRED TO AS THE "RELEASEES").

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of the rental of the Equipment, I hereby agree as follows:

To waive any and all claims that I have or may have in the future against the Quincy Area

Convention and Visitors Bureau, Friends of the Trails and Quincy Bikes, its members, directors, officers, employees, agents, and/or servants, and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from or arising out of any aspects of my use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLEGENCE, BREACH OF CONTRACT OR BREACH OF WARRANTY ON THE PART OF RELEASEES in respect of the design, manufacture, selection, installation, provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment. THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, CONCERNING THE EQUIPMENT LISTED ON THIS FORM; TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability from any damage to property of or personal injury to any third party, resulting from my use of the Equipment.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity; this Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Illinois and no other jurisdiction; and any litigation involving the parties to this Agreement shall be brought solely within the State of Illinois and shall be within the exclusive jurisdiction of the Courts of the State of Illinois.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND SIGN IT FREELY, VOLUNTARILY, AND WITH KNOWLEDGE OF ITS CONTENTS. I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

