

42071 Big Bear Blvd
Big Bear Lake, CA 92315
909.866.2728



4858

DESTINATION

#1 Rider's Name (Please PRINT)

Bike # _____

Zip Code _____

Helmet: YES NO

Drivers's License _____

Accessories _____

Phone # _____

Weight _____ Height _____

BY SIGNING INDICATES YOU HAVE READ THE BACK OF THIS FORM

Renter's Signature **X** _____

BIKES RETURNED AFTER CLOSING WILL BE CHARGED \$1.00 PER MINUTE PER BIKE

Parent/Guardian: If equipment user is a minor, I verify that I have the authority to enter into this agreement on behalf of the equipment user and I agree to be bound by all terms and conditions of this agreement.

Parent/Guardian's Signature: _____ Date: _____

Damage to Bicycle ~ Liable parties initial: X _____ **Date:** _____

Renter shall pay Goldsmith's for losses and/or damage to the Bicycle, regardless of fault (e.g. Renter agrees to pay for the loss even though someone else caused the damage or is at fault). Renter is also responsible for all theft or vandalism losses, even if Renter is not at fault for making the theft or vandalism possible. **If the Bicycle is damaged: Renter agrees to pay the reasonable costs of repair and diminution in value (if any). If the Bicycle is damaged beyond reasonable repair (as determined by Goldsmith's), Renter shall be responsible for the retail fair market value. Charges will be made to Deposit Card within 48 hours (depositor authorizes payment on card by signing copy of deposit) or Goldsmith's will charge a HIGH estimate of costs and MAY when applicable credit overages to deposit card within 2 weeks.** In addition to the above. Renter shall also be responsible for the reasonable down time ("Loss of Use"), reasonable administrative fee as determined by Goldsmith's or specified by law, plus any towing, pick-up and/or storage charges. Pick-up FEE for lost riders, \$75 per bike or person.

#2 Rider's Name _____ Age: _____ Bike # _____

Signature **X** _____ Accessories _____

Weight _____ Height _____ Helmet YES NO

#3 Rider's Name _____ Age: _____ Bike # _____

Signature **X** _____ Accessories _____

Weight _____ Height _____ Helmet YES NO

#4 Rider's Name _____ Age: _____ Bike # _____

Signature **X** _____ Accessories _____

Weight _____ Height _____ Helmet YES NO

#5 Rider's Name _____ Age: _____ Bike # _____

Signature **X** _____ Accessories _____

Weight _____ Height _____ Helmet YES NO

Tech Notes

Empty box for Tech Notes

Due Back Time

Date Out Time

Last Name

The SIGNER recognizes and UNDERSTANDS that IT IS RECOMMEND THAT RIDER(S) WEAR A PROTECTIVE HELMET. THE SIGNER UNDERSTANDS THAT A PROTECTIVE HELMET IS AVAILABLE AND HAS BEEN OFFERED FOR RIDER'S USE. The Signer understands that helmets may reduce or mitigate the severity of head injuries to Renter/Rider but that a HELMET is in no way a guarantee of safety and that no helmet can protect the wearer against all impacts to the head. The Signer recognizes that helmets have limited capability as far as shock absorption and that serious injury or death can result from both low and high-energy impacts, even when a helmet is worn. The Signer also understands that the helmet does not guard against injury to the neck, spine or any other part of the body and bicycling and other related activities can expose the user to forces that exceed the limits of protection provided by a helmet.

GOLDSMITH'S SPORTS requests that all users wear a helmet and other safety gear and they seek instruction from Goldsmith's Sports staff in the safe operation of the rented equipment. **Goldsmith's Sports requires Participants under 18 years old to wear a helmet!** Helmets are FREE for riders under the age 18. **THE LAW REQUIRES BIKE RIDERS UNDER AGE 18 TO WEAR A HELMET.**

HELMETS ~ Each Participant or his/her guardian must mark his/her choice on the **reverse side**.

YES: I will wear a safety helmet and/or other safety equipment.

NO: I refuse to wear any type of safety helmet or other safety equipment and accept full responsibility for this decision. **HELMETS COULD PREVENT PERMANENT BRAIN DAMAGE IN THE EVENT OF AN ACCIDENT.**

WAIVER/RELEASE ~ Each SIGNER understands that bicycling can be hazardous and can result in injury or death. Each SIGNER also agrees to hold harmless and indemnify Goldsmith's Sports and its employees and agents from any and all liability for damage or injury to any persons, including myself or any property resulting from negligence, installation, maintenance, selections and adjustment and use of the equipment, accepting myself full responsibility for any and all such damage, injury or death which may result.

I agree to accept "as is" the equipment listed on this form and I accept full responsibility for the care of this equipment and I agree to pay Goldsmith's Sports for any loss or damage, other than reasonable wear resulting from use.

I warrant that I have received instruction in the safe and proper use of the equipment listed on this form. I warrant that I understand how to use the brakes and shifting mechanisms on the bicycle. I have visually checked the bicycle and received it in good working condition. I understand that the bicycles are equipped for daytime riding ONLY, and any use of the bicycle after dark is not recommended and is at my own risk.

This release shall be binding upon the assignees, subrogors, distributes, heirs, next of kin, executor and administrators of the Signer and may be pled by Goldsmith's Sports as a complete bar and defense against any claim, demand, action or cause of action by or on behalf of the Signer.

In the event any section of this Release is found to be unenforceable, the remaining terms shall be enforceable. This Release shall be binding to the fullest extent permitted by law.

I agree and understand that biking is a **HAZARDOUS** activity with varying surface and environmental conditions. I understand mountain biking is different than road biking. Further, I recognize that there are risks including but limited to, rocks of various sizes, uneven and/or slippery trail conditions, varying slopes, variations in terrain, bumps, stumps, forest growth, loose gravel, dirt, wet surfaces, holes, downed timber, debris, other bikes and vehicles and other hazards and obstacles. I must regulate my speed in order to negotiate trails and avoid such obstacles.

I recognize that falls and collisions are a common occurrence with this activity. I assume all risks and responsibility for such incidents and injuries. **NONETHELESS**, I voluntarily elect to participate in the aforementioned activity.

SIGNER HAS READ THIS AGREEMENT AND FULLY UNDERSTANDS THE TERMS OF THIS AGREEMENT. BY SIGNING ON THE REVERSE SIDE, SIGNER IS AWARE THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN SIGNER AND GOLDSMITH'S SPORTS