

AGREEMENT FOR USE OF A RECUMBENT TRIKE TEST RIDE AND RELEASE AND WAIVER OF LIABILITY

Recumbent Company (“RC”), owns a number of recumbent trikes (“Trike” or "Bike") and biking equipment (“Equipment”). RC wants to make these trikes available for use of customers (“the Rider”) for training or testing to assess suitability for the Rider. To ensure that the Bike is used properly, and to ensure the Rider behaves responsibly, this agreement defines the Rider’s obligations made in exchange for using RC’s trikes.

* Photo I.D. required.

* Name of Rider(s)		Age:		
* Name of Parent or Legal Guardian		Height:		
Phone No.:		Weight:		
Address:		X-seam:		In-seam:
City:	State - PC:	Date:	Experience/ Disability:	Beginner, Intermediate or has disability:

PLEASE READ CAREFULLY BEFORE SIGNING

AGREEMENT FOR USE OF TRIKE

The Rider agrees to ride safely and with consideration for all other users of the either road or trail. Rider agrees to read, know, and abide by relevant road rules or rules and regulations relevant to the area of the test area. Rider Agrees to keep the Bike clean and in excellent working condition. If Rider breaks any part of the Trike, Rider agrees to replace the part and associated costs. Rider is responsible for all consumable parts. Rider agrees to accept all responsibility for failure of driver/rider responsibilities.

RC RECUMBENT TRIKE RELEASE AND WAIVER OF LIABILITY

I, the undersigned, in consideration of using the Trike, have read, understand and expressly agree to the following:

A. Risk of Personal Injury.

I understand that the risks of triking/biking are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; **negligence** of other riders, persons, or vehicles; or **negligent** actions of a RC Members, any owners of property ridden on, their officers, employees, or agents of RC.

B. Conditions and Representations.

- I. Please let us know if you have a special need that may affect the test ride. I have made no misrepresentations to RC in any regard, including, but not limited to, my height, weight, age, abilities, or triker type.
- II. All instructions for the use of any Trike(s) or other biking equipment (the “Equipment”) have been made clear to me, and I fully understand how to use the Equipment. I accept the Equipment for use as is and accept full responsibility for the care of the Equipment while it is in my possession. I will remain close to the supervising RC personnel conducting the test ride and follow all instructions.

Rider Initials _____ **Rider’s Parent or Legal Guardian Initials** _____ (if rider is under 18 yrs old)

III. I have a safety helmet and any other safety equipment I am required to wear, and I will wear the safety equipment when I ride the Trike/Bike. I understand that wearing a helmet may decrease the risk of head injury.

IV. The Trike as provided to me is working properly. I am physically and mentally able to ride the Trike and I am familiar with trike/bike riding and its physical and mental requirements and risks involved or otherwise accept all risks.

V. I will read and follow all instructions and signs. I agree that **RC** may revoke the offer to test ride a Trike and prevent my use of the Trike because of unsafe or rude conduct or failure to obey instructions or any violations of the terms of this agreement and waiver.

VI. If I have used a Trike from **RC** then I agree that I am fully responsible for all damage or loss to the Trike and agree to pay for all repairs or for the replacement cost of the Trike, if lost, stolen, or damaged.

C. Release of all Liability (including negligence).

I AGREE TO FULLY RELEASE AND DISCHARGE the RECUMBENT COMPANY (RC) it's agents or employees FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of **RC** to myself or any other person or property, as a result my participation in Trike usage, or riding. I fully understand and agree to release **RC** for its negligence in causing in whole or in part any injury to me.

D. Express Assumption of Risks.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN USAGE, AND/OR TRIKE RIDING, INCLUDING THE RISK OF RC'S NEGLIGENCE.

E. Promise Not to Sue RC and will Hold RC Harmless.

I AGREE NO LAWSUIT WILL BE FILED BY ME OR ON MY BEHALF AGAINST RC as a result of my participation in Trike trial, transport provided, or Trike riding in any form or accessing the ride. If I do file a lawsuit, I agree to pay any attorney fees, costs or judgments incurred by **RC** even if **RC** is found negligent. I **FURTHER AGREE TO INDEMNIFY RC AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, JUDGEMENTS OR LAWSUITS**, including any attorney's fees and costs incurred by **RC** as a result of my use of any Trike or any lawsuits resulting from my use. I agree my obligation to indemnify and hold **RC** harmless applies even if **RC** is negligent. I understand this is a contract, which limits my legal rights, and it is binding upon me, my heirs and legal representative. If portions of this agreement are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing the Release of Liability, the undersigned acknowledges she or he has fully read and understands the above and foregoing.

Rider Initials _____ Rider's Parent or Legal Guardian Initials _____ (if rider is under 18 yrs old)

If rider is under 18 yrs old:

I agree to the terms of this agreement and waiver.

Signature of Rider: _____

Date: _____

All Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Release: The parent and the Rider have read, understand and agree to comply with this Release. By signing this document, the parent or guardian agrees to each of the provisions above, including to indemnify and hold **RC**, its agents or employees harmless from any and all claims brought by the Rider or resulting from the Rider's actions, whether **RC**, its agents or employees are negligent or not. The parent or guardian has reviewed the agreement for use, has reviewed with the Rider and certifies that the Rider is familiar with the instructions and has shown to the parent or guardian that Rider can safely and competently use the equipment (Trike).

Signature of Parent/Guardian _____

Relation to Rider: _____

Date: _____