

Bike & E-Bike Rental Agreement and Liability Waiver

This Agreement and Liability Waiver "Agreement" is entered into by the undersigned "RIDER" and the parents or legal guardians thereof (if a minor) and OUTPOST BIKE RENTAL for the rental and use of bikes, electric bikes (e-bikes), helmets, and related equipment.

This agreement shall be legally binding upon me, the registered "RIDER", and the parents or legal guardians thereof (if a minor), my heirs, estate, assigns, including all minor children, and personal representatives. The term "RIDER" shall herein refer to a person who ride a bike and/or e-bike or otherwise handles a bike and/or e-bike. The terms "I", "me", "my", shall herein refer to the above registered "RIDER" and the parents or legal guardians thereof (if a minor).

1. REGISTRATION OF RIDERS AND AGREEMENT PURPOSE

I, the following listed individual(s), hereinafter known as the "RIDER", and the parents or legal guardians thereof (if a minor), do hereby voluntarily request and agree to participate in bike and/or e-bike rental and with OUTPOST BIKE RENTAL.

RIDER NAME: _____

RIDER AGE:

☐ I am 15 – 18 years of age

☐ I am 18 years of age or older

JUMPSEAT RIDER NAME/AGE: _____ / _____ **N/A** ☐

This section to be completed by OUTPOST BIKE RENTAL associate

BIKE UNIT# / DESCRIPTION _____ / _____

TIME OUT: _____ **E-BIKE CHARGE OUT:** _____

TIME IN: _____ **E-BIKE CHARGE IN:** _____

DESCRIPTION OF BIKE CONDITION AT TIME OF RENTAL: _____ **RIDER INITIALS:** _____

DESCRIPTION OF BIKE CONDITION AT TIME OF RETURN: _____ **RIDER INITIALS:** _____

2. ASSUMPTION OF RISK

I, the undersigned RIDER, acknowledge that bike riding involves inherent risks including, but not limited to falls, collisions with vehicles or other riders, terrain hazards, weather conditions, mechanical failure, and potential injury or death. I voluntarily assume full responsibility for any risk of injury, death, or property damage while using the rented equipment.

I also understand I should be in good physical health to participate in bike and/or e-bike riding, and I confirm that I have no significant health issues that prevent me from participating. In spite of the aforementioned risks and acknowledgements, I choose to participate in a bike rental from OUTPOST BIKE RENTAL, and I hereby expressly assume all risk of injury or death and loss of or damage to property arising out of bike rental. I understand the inherent risk involved in using this rental equipment and accept full responsibility for any and all such damage or injury which may result.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____

3. ACCIDENTAL/MEDICAL AND PERSONAL LIABILITY INSURANCE.

Should medical treatment be required, I and /or my own accident/ medical insurance company shall pay for all such incurred expenses. Should my actions or any inherent risks listed in "Assumption of Risk" above including, but not limited to falls, collisions with vehicles or other riders, terrain hazards, weather conditions, mechanical failure, cause injury or damage of any kind, I and/or my own personal liability shall pay for such damages.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____

4. PROTECTIVE HEADGEAR WARNING

I have been fully warned and advised by OUTPOST BIKE RENTAL that the RIDER should wear protective headgear (bike helmet). Such headgear is provided free of charge by OUTPOST BIKE RENTAL and is required for all riders under 18 years of age. I have been informed that the wearing of such headgear while mounting, riding, dismounting bikes and/or e-bikes may prevent or reduce the severity of a head injury and may even prevent death from occurring as the result of a fall or other accident. While safety is not guaranteed while wearing a bike helmet, every RIDER is strongly encouraged to wear approved safety headgear.

☐ I accept a helmet provided by OUTPOST BIKE RENTAL.

PROTECTIVE HEADGEAR REFUSAL:

I refuse to wear any type of protective headgear offered by OUTPOST BIKE RENTAL and/or will provide my own. I accept full responsibility for my safety in this decision. I acknowledge that wearing a helmet is strongly recommended.

☐ I decline the use of a helmet at my own risk.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____

5. RELEASE OF LIABILITY

In consideration of OUTPOST BIKE RENTAL renting me this bike and/or e-bike and related equipment, I specifically release and forever discharge OUTPOST BIKE RENTAL and its directors, officers, agents, and employees from all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bike and/or e-bike and participating in bicycling. It is my intent by signing this agreement to release OUTPOST BIKE RENTAL and hold it harmless from all liability for any such property loss or damage, personal injury or death, whether caused by the negligence of OUTPOST BIKE RENTAL or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if I suffer injury, illness, death or damage while I am engaged in renting this bike and/or e-bike or participating in bicycling, I will have no right to make a claim or file a lawsuit against OUTPOST BIKE RENTAL or its directors, officers, agents or employees.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____

6. DAMAGE OR LOSS

I agree to return all rented equipment in good condition. I accept responsibility for the full cost of repair or replacement of any equipment that is damaged, lost, or stolen while in my possession.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____

7. ASSUMPTION OF RISK: ILLEGAL ACTS AND NON-COMPLIANCE

In Minnesota, it is not illegal to ride a bike under the influence of alcohol. Minnesota's DUI (Driving Under the Influence) laws specifically apply to motor vehicles, and a bike is not considered a motor vehicle. However, while not a DUI offense, intoxicated cyclists can still face other charges, such as reckless endangerment or failure to obey traffic laws. Even though a DUI is not applicable, a cyclist under the influence can still be cited for reckless endangerment or failing to follow traffic laws, such as stopping at stop signs or riding against traffic.

Minnesota law treats e-bikes differently depending on their motor power. Those with motors that assist but don't exceed 20 mph are generally treated like regular bicycles, but those with more powerful motors may be considered motor vehicles and subject to DUI laws.

As part of this bike rental agreement, I acknowledge and agree that I am solely responsible for operating the rented bike and/or e-bike in compliance with all applicable local, state, and federal laws, rules, and regulations, including but not limited to traffic laws. I understand that any violations of the law, reckless behavior, or other actions resulting in interactions with law enforcement, citations, fines, arrests, or any other legal consequences are entirely my responsibility.

I expressly agree to indemnify, defend, and hold OUTPOST BIKE RENTAL and its owners, employees, and agents harmless from any and all claims, demands, losses, liabilities, costs, and expenses (including attorney's fees) arising out of or in connection with my use of the rented bike and/or e-bike, including specifically any issues, disputes, or legal proceedings I may have with law enforcement or any governmental authority as a result of my conduct while operating the bike and/or e-bike.

By signing this agreement and renting the bike and/or e-bike, I waive any right to bring a lawsuit or claim against OUTPOST BIKE RENTAL or its representatives for any damages, losses, or liabilities incurred due to my failure to comply with laws or any resulting legal action or interaction with law enforcement.

By signing this agreement, I acknowledge that if at any time during the bike rental period the RIDER(S) requires a pick-up service due to an inability to operate the bike, a \$50 fee will be charged. This fee covers the cost of dispatching a vehicle and personnel to your location.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____

8. SEVERABILITY

If any term, provision, or section of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of this Agreement shall remain in full force and effect and shall not be affected, impaired, or invalidated. The invalid or unenforceable term, provision, or section shall be replaced by a provision that comes closest to the intention of the parties.

Signature of RIDER: _____ **Date:** _____

**Signature of Parent
or Legal Guardian:** _____ **Date:** _____