



Equipment Rental Agreement/Waiver/Release

Assumption of Risk: I understand and accept that renting this equipment and participating in its specific recreation exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury, drowning) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling, and any water sport. I choose to participate in bicycling and water sports in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this equipment, and accept full responsibility for any and all such damage or injury which may result, including full reimbursement for all lost/stolen/damaged rented equipment. I am familiar with the California traffic laws regarding bicycling and the consequences of not following them accordingly. I am also familiar with the dangers of the ocean, and bodies of water, and the creatures that live in it, and am competent to handle such. I understand that this Waiver, Release & Indemnification applies to all equipment rentals made through the use of the Services, and to the Services themselves. We accept for use the equipment and associated equipment (collectively, the "Rental Equipment") identified on this form. We accept full responsibility for the care and use of the Rental Equipment and the Rental Equipment will be used only in a manner consistent with its intended purpose, within its inherent limitations, in accordance with all applicable laws. All Rental Equipment and Services will be used only by the individuals signing this document.

Waiver and Release: In consideration of Funk Entertainment, LLC dba Sacred Rides Michaux, renting me this equipment, I specifically release and forever discharge Funk Entertainment, LLC and Sacred Rides Michaux, and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this equipment and participating in its activity. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Funk Entertainment, LLC and Sacred Rides Michaux, or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Funk Entertainment, LLC and Sacred Rides Michaux and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence or whether based upon breach of contract, breach of warranty, or any other legal theory.

Conditions of Rental Equipment: Whenever used herein, the term "equipment" shall include any equipment rented from Funk Entertainment, LLC. **RESPONSIBILITY FOR DAMAGE OR LOSS:** Customer agrees he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace lost or stolen, damaged or broken parts or to reimburse Funk Entertainment, LLC for said equipment by means of the provided credit card information. Therefore regardless of the party at fault, customer understands and agrees to be responsible for the damage to said equipment. Failure by the customer to abide by the determined drop-off and pick-up times established by Beachview Bike's and customer may constitute a crime and subject the customer to criminal prosecution. **CUSTOMER LIABILITY:** Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to Funk Entertainment, LLC rental equipment.

TERMINATION OF AGREEMENT: Customer agrees that Funk Entertainment, LLC has the right to terminate this agreement at any time and retake possession of said equipment and for said purpose. Funk Entertainment, LLC may enter upon the premises of the customer without becoming liable for trespass. I, the renter, agree: - to use rental equipment in accordance of its intended use - to not alter or substitute any parts on the equipment without prior consent from Funk Entertainment, LLC employees - to adhere to all rules and laws of the road, beach, and ocean, and obey posted signs - to refrain from using said rental equipment while under the influence of drugs or alcohol - to wear a protective helmet at all times in accordance with Pennsylvania State Law -to lock the rented equipment and associated equipment to an appropriate structure & area, by the frame of the equipment, at any time not using the rented equipment - by signing this document, I approve of the current functioning condition of all rented equipment -by signing this document, I am stating my proficiency and confidence in participating in water sports and cycling, including swimming experience, and knowledge of the laws and dangers of participating in such activities I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER, AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY

** Parent/Guardian must sign for all renters under 18 years old; minor renters must also sign.

Participant Signature: _____ Date _____ Age if under 18 _____
Printed Name of Rider: _____
Guardian Signature: _____ Date _____
Printed Guardian Signature _____