

Charlotte's Tandems
(Ability Cycling Inc_)
1926 Baltimore Annapolis Blvd., Annapolis MD
(410) 991-3241

Rental	Week
Tandem Bicycle	\$180
Tag-along bike (trailer bike)	\$90

For accounting purposes, Ability Cycling has to set a value for the rental. Ability Cycling (Charlotte's Tandems) makes a "grant" to the borrower to cover this cost. If the bicycle is not returned at the end of the agreed time, or in a reasonable time after the borrower is contacted by Ability Cycling, then charge from end of rental on will be charged.

I hereby acknowledge and agree to the following rental agreement terms and conditions:

Ability Cycling Inc. is a non-profit organization that rents tandem bicycles and trailer bikes to people with physical or mental challenges that would otherwise be unable to bicycle. Fees charged are kept to the minimum required to operate, and are generally less than 5% of the cost of a commercial rental.

The lessee of this Bicycle agrees to waive all claims and/or claims of action against the lessor (Ability Cycling Inc.) arising from the operation, use or misuse of the bicycle.

The lessee agrees to pay all charges, including rental and damages to bicycle and/or equipment, which accrue because of the rental, and will at the expiration of the rental period leave the equipment in as good condition as received by the lessee outside of expected normal wear and tear. Normal wear and tear does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Damaged parts or components will be repaired/replaced at a local shop of Ability Cycling's choosing and lessee agrees to pay regular shop rates and retail prices for damage.

Lessee is responsible for necessary repairs made during the term of the lease at a professional bicycle shop of their choosing. Lessee will be responsible for the cost of repairs and will provide receipts indicating the work done for Ability Cycling Inc's maintenance logs.

Theft of rental bicycle and equipment is the sole responsibility of the lessee. Theft should be reported to the police and Ability Cycling Inc. as soon as discovered.

Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

Leased bicycles may not be ridden off road and may not be used for racing. Off road includes un-improved and rough trails but does not include well-maintained dirt/gravel roads and well-maintained gravel paths. Racing does not include non-competitive group rides or time trialing, where the riders of a single tandem compete against the clock and not other riders on the road at the same time.

Lessees must bring and show their own helmet to pickup the bicycles. Customers who later fail to wear helmets have done so at their own will and risk.

All Bicycles will undergo a safety inspection and pre-ride setup by a volunteer but ultimately It is the responsibility of the lessee to check the bike BEFORE setting out on any ride.

Assumption of Risk: I understand and accept that renting this bicycle and participating in biking exposes me to many hazards and entail unavoidable risk of death, person injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in renting this bicycle and participating in bicycling. In understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result.

Ability Cycling Inc. is not qualified to judge an individual's physical readiness to bicycle. By the design of our program, stokers (the second rider on the tandem or trailer who is not steering) may have physical or mental disabilities. It is up to the lessee to ensure medical clearance is sought for this activity if needed.

Waiver And Release: In consideration of Ability Cycling Inc. renting me this bicycle, I specifically release and forever discharge Ability Cycling Inc. and its affiliates, 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 bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness death or damage caused by the negligence of Ability Cycling Inc. or its affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release Ability Cycling Inc. and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Ability Cycling Inc. or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document I fully recognize that if injury, illness, death, or damage occurs to me while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against Ability Cycling Inc. or its affiliates, officers, agents, or employees, even if they or any of them negligently cause my injury, illness, death, or damage.

I acknowledge receipt of the following in addition to a copy of this waiver:

- A copy of the safety checklist that an Ability Cycling representative went through in my presence to ensure the bike is safe. I should use this sheet to check the bike again before each ride
- A check ride and instruction on use of the bicycle. This ride included safe starting, stopping, mounting, dismounting, and riding through intersections safely. Additionally, if requested, safe loading and unloading the bike from my vehicle may have been demonstrated.
- An info sheet on how my particular bicycle operates to included braking and shifting.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THIS INFLUENCE OF ALCOHOL OR DRUGS.

Captain (tandem front seat) print and sign name

_____ Date _____

Stoker (rear seat)

 Print name of stoker

_____ Date _____

Sign (if stoker; if a minor or dependent, parent/guardian print and sign)
