

Date: _____
Battery #: _____
Check Out Time: _____
Expected Return: _____



Amount: _____
Lock/Cable: _____
Helmet: YES / NO

Please read, sign below and return with deposit. You cannot participate in an Change of Greenery bike rental without a signed Waiver, Release, and Consent.

ASSUMPTION OF RISKS

I freely acknowledge and realize the danger of participating in a Change of Greenery electric bicycle tour or rental and fully assume all risks including but not limited to, collision with pedestrians, vehicles, other riders, and/or fixed moving objects, the negligence of other riders and dangers arising from falls and road surfaces, as well as the possibility of physical and/or mental trauma (or injury). I also understand that the bicycle may not enter freeways, private streets, certain trails and grass areas. I agree that I will adhere to all bicycle safety rules, traffic laws, signs and regulations by The State of California. I, as a responsible adult, will not use my cellular phone while riding on the bicycle, due to this disruption it may cause to my concentration and the enjoyment of others on the open road and trails.

I agree that I will use good judgment, be self-reliant and stop to request assistance if I am unsure of my ability to complete any segment of the event safely. In extreme situations I understand and agree not to wait for assistance exclusive to the support provided by Change of Greenery. In the event of any injury or accident, I agree and consent to and permit emergency medical treatment.

I realize that the tour and or bicycle rental requires physical exertion and I attest that I am physically fit and have sufficiently prepared to rental a bicycle from Change of Greenery and the attendant on duty has the option to attest your physical ability. _____ Initials

RELEASE OF LIABILITY, WAIVER OF CLAIMS, DRIVING UNDER THE INFLUENCE AND INDEMNITY AGREEMENT

I hereby release, indemnify and agree to hold harmless Change of Greenery, its officers, directors, representatives, employees, agents, hotel partners, participants and any associated organization (including but not limited to school districts, municipalities, churches, clubs, restaurants, sponsors, volunteers, and any employee or associates thereof) their heirs, administrators, agents and employees, from any and all liability, causes of action, suits, debts, contracts, agreements, claims and demands of and from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, including reasonable attorney fees, and including any and all negligence claims or causes of action, which may arise and which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during or as a result of, my participation in the Change of Greenery electric bicycle tour and/or rental. I also consent to and permit emergency medical treatment in the event of injury or illness.

I understand that accidents, fatalities, serious bodily injuries and/or property damage can occur while participating in an Change of Greenery tour or bicycle rental, while riding a bicycle on public roads or otherwise participating in said event. Knowing the risks involved, I agree to assume those risks and to release all of the persons or entities mentioned above from liability for any injury, death, illness or property damage occurring while participating in these events or in the travel to and from them. I understand and accept that any medical cost incurred with respect to emergency medical treatment will be my responsibility. I further understand that I will not be reimbursed for airline, hotel, or any other incidental fees due to change in itinerary or event cancellation or compensated for the theft of any personal gear, including bicycle.

I understand that I may get a Driving While Intoxicated or Driving While Under The Influence (DUI or DWI) and Change of Greenery, nor it's partners will be held liable. If the electric bicycle gets impounded, I understand that I must pay the full amount of \$1695.00 of the impression of my credit card impression or else I would be sued for the above cost as well as any legal costs stemming from the DUI/DWI occurring riding the bicycle. I understand that if a ride is needed because of intoxication, a pickup fee of \$50 will occur per participant. _____ Initials

ELECTRIC BIKE SAFETY

I also agree to wear the bicycle helmet provided to me at all times when riding a bicycle. I agree to have adequate medical insurance coverage for the duration of the entered Change of Greenery bicycle rental agreement. _____ Initials

DAMAGE AND THEFT RESPONSIBILITY

I accept for use, as is, die equipment in good condition and accept the full responsibility for care of equipment while it is in my possession. I will be responsible for the prompt replacement at full retail value of all rental equipment not returned or damaged, other than reasonable wear and tear, which results from the use of this equipment.

All equipment must be returned by 7:30pm or sunset, whichever occurs first; otherwise, Change of Greenery will assume you have decided to keep in bicycle or equipment and you will be charged the full amount. _____ Initials

PROMOTIONAL PERMISSION

I give permission to Change of Greenery to use my first name and likeness in any photographs, motion pictures, recordings, evaluations or any other record of my participation in Change of Greenery event(s) for any promotional purposes, without obligation or liability to me. _____ Initials

I have read and understand the above information, all Change of Greenery policies, and I certify my compliance by my initials and signature. I agree that this complete Waiver, Release and Consent is binding on my heirs, proxies, representatives and assigns.

Printed Name (Please Write Clearly)

Printed Street Address

City, State, ZIP, Country

Cell or Local Phone Number

Name of Participants under the age of 18: **(Helmets mandatory)**

Signature

Photo ID (Issuing Authority and Number)

Hotel or Place of Local Work

Email Address (optional for email newsletters and coupons)

X

Signature of Attendant on Duty

OPTIONAL INSURANCE:

In the event of theft or loss, I am responsible for the replacement value of the item/items. Should I choose to accept the loss/theft waiver, I am only responsible for half of the replacement value of the properties listed below.

I accept the loss/waiver insurance.

I decline the loss/waiver insurance.

Item	Insurance Cost	Replacement Cost with insurance	Replacement Cost
Bicycle	\$5	\$800	\$1600
Battery	\$5	\$300	\$500
Lock	\$1	\$15	\$24
Basket	\$1	\$20	\$30
Helmet	\$1	\$20	\$20
Baby Jogger & Stroller	\$3	\$150	\$300
Bike Trailer	\$3	\$100	\$200
Lost Key	\$5	\$200	\$400

Total Upfront	
Extra Hours (if any)	
Sales Tax (if any)	
Final	

DEPOSIT:

Your credit card will be imprinted – but not run unless any of the items are significantly damaged, stolen or if there are any unpaid balances. You will not be charged for normal wear and tear. Once the items are returned safely, you will receive the original paper impression. We do not keep credit card numbers on file.

I agree to pay for the estimated upfront charges and any incurring extra time usage or significant damages upon return. I understand that this may result in paying the balance or replacement cost from my credit card number from my deposit slip. In the event of theft or loss, I agree to file a police report and pay the replacement cost of the prices above, with or without my choice of choosing the optional insurance from above.

I understand that all bicycles can run out of its charge and/or can get a flat. I understand that if any of these happen, I am still responsible for payment, even when returning late.

Please note any damages:

