

Time Out:	Time In:
Rental amount:	

**AGREEMENT FOR USE OF MOUNTAIN BIKE &  
RELEASE AND WAIVER OF LIABILITY**

Windsor Golf Hotel & Country Club owns a number of mountain bikes and accessories. To ensure that such equipment is used properly , and to ensure that the individual using the equipment("the RIDER") behaves responsibly and has the best possible experience, WGH&CC requires that the Rider and the Rider's parents or other legal guardian ,(if the Rider is under 18) read and sign this agreement .Which defines the Rider's obligations in exchange for using the Mountain Bike.

RIDER'S NAME:			DATE
NAME OF PARENT/ GUARDIAN:			PHONE No.
ADDRESS:			ZIP CODE:
E:MAIL			AGE: [ ] ADULT (18 & OVER [ ] 17 & YOUNGER)
Helmet No.	Bottle No:	Bike Inventory No.	Visual Inspection:
<b>PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF LIABILITY AND WAIVER OF CERTAIN LEGAL RIGHTS.</b>			

**AGREEMENT FOR USE OF BIKE**

The Rider agrees to ride safely and with consideration for all other users of the trail. The Bike shall be at the sole risk of the renter for the RENTAL PERIOD. The mountain bike shall be returned undamaged, in good order and in road worthy condition to the satisfaction of Windsor, fair wear and tear expected. Rider will read and follow all the signs.

- 1. EXERCISE CAUTION ! MOUNTAIN BIKING IS HAZARDOUS ACTIVITY THAT IS DIFFERENT FROM ROAD BIKING BECAUSE IT IS DONE ON NATURAL TERRAIN, WITH VARYING SURFACE AND ENVIRONMENTAL CONDITIONS.** While Riding you may encounter many RISKS AND HAZARDS, including but not limited to other bikes and joggers , loose gravel and dirt, wet surfaces, bumps

forest growth, wild life, rocks. Trails maybe steep and narrow; ride within your own ability . You must regulate you speed to avoid or negotiate obstacles.

**2. I UNDERSTAND THAT FALLS AND COLLISIONS WHICH MAY CAUSE SERIOUS INJURY CAN OCCUR REGARDLESS OF SKILL LEVEL.** In consideration of participating in the above named activity . **I ASSUME ALL RISKS OF AND RESPONSIBILITY FOR PROPERTY DAMAGE AND INJURY.**

To myself or to others which may be associated with and/or result from my activities in the premises, including, but not limited to, any mountain biking related activities.

**3. I HEREBY FULLY RELEASE, INDEMNIFY AND HOLD HARMLESS,** Windsor Golf Hotel & Country Club, its representatives, agents, affiliates, officers, directors, and employees ( hereafter collectively Windsor ) of and from any and all liability, claim, demands, and causes of action whatsoever for any loss, damage, injury, illness or harm of any kind and nature arising from or related in any way to my activities on the premises , including mountain biking.

**4.** I understand that **HELMETS ARE REQUIRED** while biking in Windsor and I agree that I will wear a helmet at all times . I also understand, however that wearing a helmet does **NOT** guarantee my safety.

**5.** I have carefully read this Agreement , have not relied on any verbal representations to me , if any , and understand that this is a release of liability that will legally prevent me from recovering in any lawsuit or in connection with any other legal claim damages in the event of any injury to me. I nevertheless enter into this Agreement freely and voluntarily and agree that is binding upon me, assigns and legal representatives.

**6.** I Agree that I ( or if applicable , my child) will be the only person using the equipment identified during the rental duration, and I accept the Bike "AS IS". I further accept full responsibility for the care of the equipment while it is in my (or , if applicable , my child's) possession.

I accept responsibility for replacement of the equipment at full value if it is not returned to the rental Shop. I acknowledge my obligation to return the equipment by the agreed time and

**AGREE TO PAY FOR ANY REPAIRS IN THE EVENT THE EQUIPMENT IS DAMAGED BEYOND NORMAL WEAR AND TEAR.**

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 or legal guardian and the Rider have read and understood and agree to comply with the release . By signing this Document , the parent or legal guardian agrees to each of the provisions above.

By signing below, The Rider agrees to all the provisions above.

I agree to the terms of this agreement and waiver.

Signature of Rider:

Date:

I agree to the terms of this agreement and waiver.

Signature of  
Parent/ Guardian Related to Rider:

Date:

## **MOUNTAIN BIKE RENTAL: TERMS & CONDITIONS 2012**

In this agreement, unless the context indicates otherwise, the following expression shall bear the ;

- “the LICENSEE”

Means WINDSOR GOLF HOTEL & COUNTRY CLUB

- “the RIDER”

Means the renter and or the rider.

- “the MOUNTAIN BIKE “

Means the Mountain Bike described in the rental agreement including the accessories supplied with the Mountain Bike.

- “the RENTAL PERIOD”

Means the period between the time of collection and the return of the Mountain Bike as specified on the rental agreement