

ACKNOWLEDGEMENT - SAFETY

I acknowledge that I have been advised to wear an approved helmet while cycling. I am aware that the use of the bicycle is subject to any applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians, guides or instructors available to answer any questions that I may have as to the proper use of the bicycle.

ASSUMPTION OF RISKS

I am aware that cycling activities involve many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of the equipment; loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the cycling surface including holes or depressions in the roads; exposed rock, snow, ice, earth and other natural objects; streams, creeks and rivers; cliffs and crevasses; collision with exposed rock, snow, ice, earth, trees or other natural or man-made objects on or adjacent to the cycling terrain; encounters with wildlife, collision with pedestrians, vehicles or other cyclists; becoming lost or separated from the guides or instructors or other participants; failure to cycle safely or within one's own ability or within designated areas; negligence of other participants; and NEGLIGENCE ON THE PART OF The Crozet Bicycle Shop OR THEIR STAFF INCLUDING THE FAILURE ON THE PART OF The Crozet Bicycle Shop OR THEIR STAFF TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES. I am also aware that the risks, dangers and hazards referred to above exist throughout the area used for cycling and that many are unmarked.

I will not attempt repairs or removal of bike parts held by screws or nuts. Saddles and pedals are exempt. Repairs needed are to be done by any local bicycle shop. Reimbursement is handled upon return of the bicycle.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH CYCLING ACTIVITIES AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.

I AM RESPONSIBLE FOR ANY DAMAGE TO THE RENTAL BICYCLE OR BICYCLE PARTS AND ACCESSORIES INCLUDED WITH THE BICYCLE DURING MY RENTAL. I AM FINANCIALLY RESPONSIBLE FOR REPLACING OR REPAIRING THE BICYCLE AND ANY OF ITS COMPONENTS UPON LOOSENING OR REMOVING & REINSTALLING PARTS, OR BENDING, BREAKING, RIPPING OR THEFT DURING MY RENTAL. THIS EXCLUDES PEDAL INSTALLATION AND SADDLE ADJUSTMENT.

CURRENT VALUE OF A KONA Precept US 14999, KONA Blast Us 899, KONA Tika 699, KONA Wheelhouse, Us 1599(tax not included) ACCESSORIES ARE ALSO INCLUDED IN REPLACEMENT VALUE. A security deposit of \$100 may be required of out of town guests.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of The Crozet Bicycle Shop allowing me to participate in cycling activities and permitting my use of bicycles, streets, bike parks, bike trails, race courses and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against The Crozet Bicycle Shop and their directors, officers, employees, agents, representatives, successors and assigns (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or

that my next of kin may suffer resulting from my participation in adventure activities DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;

2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in adventure activities;

3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;

4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of Charlottesville, Virginia and no other jurisdiction; and

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of adventure activities other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY signing below I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.