



Bay Leaf Cottages & Bistro

2372 Atlantic Hwy.
Lincolntonville, ME 04849

Bicycle Rental/Reservation and Use Waiver Form

Name _____

Date(s) of Use _____

Address _____

Adult Hybrid Bike _____

City _____ State _____ Zip _____

Helmet _____ Lock _____

Telephone _____

Pump _____ Tools _____

Cell _____

Other _____

Date of Birth _____

Package plan: Living Social Amazon Local

Signature _____

Name and Signature of Parent or Guardian (if under age 18) _____

2014 Rates:

Adult Hybrid Bike \$20/day includes a helmet, lock, basket, bottle holder, bungee cord all of which must be returned at the end of the rental period.

Bike Car Carrier \$20/day

Transport Fee - A transport fee of \$25.00 will be charged if you are unable to bike back to Bay Leaf Cottages and require pick-up. If the Islesboro Ferry is involved, the Ferry Fee will be added.

Additional sizes of bikes, kid's trailers, etc. are obtained from Maine Sports and the rates they set will be passed on to you. Pick-up of items by truck from Maine Sport on behalf of guest: \$25.00

Cancellation Policy: A full refund is given with emailed/phone contact 48 hours in advance.

Flat or accident, what do I do? There are so many bike shops around that you can take your rental there and get a repair. Bring the receipt to us and we will refund you for keeping us rolling. We have only had 4 flats in 6 years. If you damage the **frame** of the bike including the wheel, then those repair charges will be added to your rental as stated in the waiver. Call 207-505-0458 (Bay Leaf Office) if you need help.

I have ridden a single or multi speed bicycle and know how to operate the type of bicycle rented. _____

In consideration of being allowed to ride the bicycle, and before riding or using the same, I state and acknowledge that I am not intoxicated (includes any drugs or prescriptions) and do not have any physical disorder that would interfere with the safe operation of the bicycle at any time during the rental. _____

I agree to wear protective headgear at all times while using the rental equipment and understand that headgear is provided free of charge as part of this bicycle rental agreement. _____

ACKNOWLEDGEMENT OF SAFETY ISSUES

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 staff is 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 other participants; failure to cycle safely or within one's own ability or within designated areas; negligence of other participants. 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 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 OUR FLEET OF HYBRID BICYCLES IS \$350.00 FOR EACH ADULT BIKE, \$45/HELMET, \$10/LOCK, \$50/BASKET, \$20/PUMP, \$40/TOOLS. THE PRICES ARE FROM MAY 1, 2014 AND MAY BE ADJUSTED FOR MARKET CHANGES.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT

In consideration of Bay Leaf Cottages & Bistro 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 Bay Leaf Cottages & Bistro (AKA Bay Leaf Group) 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 Lincolnville, Camden, Rockport, Rockland, Islesboro, Belfast, Bar Harbor, Acadia National Park, St. George Peninsula, and any other town/village in Maine, the State of Maine 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 THIS FORM I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signature: _____