

BMC BIKE RENTAL POLICY

Your safety is most important to us. In order to rent our bikes, you MUST be at least 16 years old with a government-issued ID, cell phone number, and email address. There is a 300 lb. weight limit.

Rates:

Daily: \$5-BMC Wellness members/\$10-nonmembers

Rental Policies:

- A driver's license and a credit card on file are required (you can pay in cash but a credit card will be stored on account)
- Riders must sign our Liability Waiver
- Bike rentals may be canceled due to rain – full rental credit for weather-related cancellations will be issued OR for any reason with 24 hour notice.
- Your drivers license must be left with the front desk staff until the bike is returned.

Reservation Details:

Cancellations: All reservations must be canceled 24 hours prior to the scheduled date of the bike rental.

No Call/No Show: Failure to pick up your bike will result in 100% forfeiture of payment.

Early Returns: There are no refunds once the bike is picked up and paid for.

Late Arrivals: Late arrivals will be charged the full amount. Always be sure to double-check your pick-up date and time!

Late Returns: Bikes must be returned no later than facility closing time on the date of the rental or be subject to additional charges.

Rental Day: A rental day is from facility Open to Close (not 24 Hours).

Additional Details:

Credit Card and Driver's License/ Passport/ Government issued ID are required for all rentals. Your bike may become unavailable due to circumstances out of our control. You will receive a full refund and be notified via email.

During the rental, the rider is required to comply with the rules of the US Highway Code. BMC Wellness Center rejects any liability for improper use of the bike or for the rider's failure to comply with the regulations of the US Highway Code. Failure to comply with these rules could result in the issuance of a ticket by the authorities. The renter will be responsible for the payment of this ticket.

BMC Wellness Center can refuse to rent to people under the influence of alcohol or drugs or for any other reason justified by the judgment of the company.

In case of theft or total loss of a bike, the renter will be charged the cost of the bike or item they have damaged – Note: bikes cost an average of \$1000.00

The bike must be returned within the day of rental as indicated in this contract to the same place where it was picked up. The bike will be considered returned only when it is returned to a representative of BMC Wellness Center in person. Failure to return the bike without prior notice or without proven exceptional circumstances will be considered an act of theft and the renter will be reported to the police.

If the renter decides to park the bike in any location a lock must be used to secure the bike. In the event of theft of the bike, the renter must file a report to the authorities and provide BMC Wellness Center with a copy of the theft report. The renter will be billed the agreed amount as compensation for the stolen bike. If the bike is found, fully recovered in the same condition it left, the sum will be returned to the renter.

TERMS OF WAIVER RELEASE FORM

INTRODUCTION:

This Bicycle Rental, Release of Liability, Waiver of Claims, Assumption of Risks, and Indemnity Agreement ("Agreement") contains the Terms and Conditions for your bicycle rental. This Agreement is between the bicycle renter ("Renter") and BMC Wellness Center and covers the rental of the bicycle and any related equipment and accessories such as lock and related miscellaneous gear ("Bicycle").

Agreement:

Rental Fees: From the time identified on this Agreement until the Bicycle is returned Renter agrees to pay the daily and/or hourly rates as agreed upon reservation.

Cancellation Policy:

If your plans change prior to 24 hours, no problem! Your reservation can be rescheduled, subject to availability, or we can issue you a refund.

In addition, no-shows and non-canceled rentals will be charged for the reservation in full. Please note that all cancellations must be received via email or phone.

Credit Reserve and Payment by credit card only: Renter understands that Renter must pay in full an amount. Renter authorizes BMC Wellness Center to charge Renter's credit card any amounts due from Renter as a result of the Bicycle rental.

Charges for loss and/or damage to the Bicycle:

Renter understands that all charges are not final and are subject to an audit of the returned bicycle. Renter specifically agrees and authorizes BMC Wellness Center to make any charges by credit card if there is damage beyond normal wear and tear.

Bicycle Return:

Renter agrees to return the Bicycle to BMC Wellness Center in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and at the location specified by BMC Wellness Center. Renter understands that there may be rate or special charges if Renter returns the Bicycle at a different date or location than indicated in this Agreement.

Damage to Bicycle:

Renter shall pay BMC Wellness Center for all losses and/or damage to the Bicycle, including theft or vandalism, regardless of fault. If the Bicycle is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value. If the Bicycle is damaged beyond reasonable repair (as determined by BMC Wellness Center), the renter shall be responsible for the full amount of the bike, with the value dependent upon the model. Renter is also responsible for any loss if Renter: (1) abuses the Bicycle or violates any prohibited use or operation as specified in this Agreement; (2) rides recklessly; (3) rides while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and BMC Wellness Center; (5) fails to complete an accident report; (6) obtains the Bicycle through fraud or misrepresentation;

or (7) uses the Bicycle for any illegal purpose. Renter authorizes BMC Wellness Center to collect from a responsible third party any applicable loss and/or damage.

Accidents-Third Party Claims:

BMC Wellness Center is not responsible if Renter causes injury to another person or if Renter damages another Bicycle, vehicle, or personal property of another. Renter agrees to indemnify and defend BMC Wellness Center and pay any claim brought by a third party arising out of Renter's use of the Bicycle and for any liability associated with any personal accident/injury as a result of Renter's use of the Bicycle.

Statement of Physical and Mental Fitness, Insurance, And Bike Safety:

a. I understand that biking requires certain physical strength and entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties.

b. I am in sound physical and mental condition and am able to ride a Bicycle. I can make informed, objective decisions. I currently have no known physical, medical, or mental condition which would impair my ability to ride a Bicycle, or else I understand I assume all risks that may be created, directly or indirectly, by any such condition.

c. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability I may cause or suffer while riding the Bicycle or else I understand I must solely bear the costs of such injury or damage and all related costs.

d. I acknowledge that I have been advised to wear an approved helmet and reflective or white clothing at all times as well as a light if biking after sundown. I am familiar with the proper use of the Bicycle.

Renter Assumes Risk of Injury:

Renter assumes all risks, including death or serious bodily injury, which may result from the operation of the Bicycle, weather, altitude, accidents, etc. Renter acknowledges all the risks of operating a Bicycle on streets, roads, bike paths, bike lanes, and in traffic, including the risks of serious bodily injury or death from falling off the Bicycle, colliding with other Bicycles, motorcycles, motor vehicles, or other objects, hitting potholes or suffering the sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, Bicycle malfunctions, and hazards relating to weather conditions. Despite knowing all associated risks, Renter freely assumes all risks of personal injury and/or damage in the operation of this Bicycle and Renter agrees to hold BMC Wellness Center harmless from all claims of injury or damage. Therefore, in consideration of the opportunity to rent a Bicycle from BMC Wellness Center, to the fullest extent permitted by law, I assume all risks of injury, death, loss, or damage in any way resulting from my involvement with BMC Wellness Center. This assumption of risk includes any injury, death, loss, damage, or expense resulting from the negligence of BMC Wellness Center or its officers, employees, and agents.

Property left on Bicycle:

BMC Wellness Center is not responsible for personal property left on the Bicycle. Renter agrees to indemnify BMC Wellness Center in this regard.

Release Of Liability, Waiver Of Claims And Indemnity Agreement: Understanding the risks described in this Agreement, to the fullest extent permitted by law, I, for myself, all of my family, including my spouse, minor children, and heirs and representatives, release and indemnify BMC Wellness Center, its owners, shareholders, directors, officers, members, managers, employees, guides, volunteers, agents, subcontractors, and all other persons or entities acting in any

capacity on BMC Wellness Center's behalf from any and all claims (INCLUDING CLAIMS RELATING TO THE SERVICES OR NEGLIGENCE OF BMC Wellness Center), demands for loss, damages, injuries, or any other causes of action relating in any way to my Bicycle rental AND I AGREE THAT I, MY FAMILY AND MY HEIRS WILL NOT SUE BMC WELLNESS CENTER OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, LOSS OF LIFE, OR DAMAGE RESULTS FROM BMC WELLNESS CENTER'S NEGLIGENCE.

If I, or anyone on my behalf, files a lawsuit or otherwise makes a claim against BMC Wellness Center, I agree to indemnify BMC Wellness Center and pay all damages, costs, fees, expenses, and attorney's fees incurred by BMC Wellness Center in defending such a lawsuit or such claims. In no event will BMC Wellness Center's liability to a Renter be greater than the amount of the fees paid by the Renter to BMC Wellness Center for Bicycle rental, even if the amount of damages suffered by the participant customer may be greater than this amount. Furthermore, in no event will BMC Wellness Center be liable for any indirect, special, implied, incidental, consequential, or other damages, however, caused, whether for breach of contract, negligence or otherwise, and whether or not advised of the possibility of such damages occurring.

BY RENTING A BIKE FROM BMC Wellness Center, I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS LISTED ABOVE OF BMC WELLNESS CENTER.