
Contract and Release

Please read this Contract and Release carefully. It limits your legal rights.

This Contract and Release is entered into on _____, 20____

By and Between Wheel Fun Rentals of Santa Barbara, Inc (collectively Wheel Fun Rentals), the adults whose names and signatures appear below, and the minors whose names and whose guardians' signatures appear below (together, said adults and minors are the "Participants")

Mobile Phone # (____)____-____ Hotel: _____

HELMETS- Each Participant or their legal guardian must mark a choice below:

YES I will wear a safety helmet and/or other safety equipment; or **NO** I refuse to wear any type of safety helmet or other safety equipment, and accept full responsibility for this decision.

Name of Participant #1	Helmet: yes___ no___		Signature of Participant or Legal Guardian
Name of Participant #2	Helmet: yes___ no___		Signature of Participant or Legal Guardian
Name of Participant #3	Helmet: yes___ no___		Signature of Participant or Legal Guardian
Name of Participant #4	Helmet: yes___ no___		Signature of Participant or Legal Guardian
Name of Participant #5	Helmet: yes___ no___		Signature of Participant or Legal Guardian

Rules and Guidelines for Surreys, 3-wheelers and Specialty Bikes:

1. Drivers of Surrey and/or Deuce Coupe must be 18 years of age or older.
2. Must stay on Cabrillo Bike Path between bird refuge&Harbor/Harbor parking lot ONLY.
3. Do not ride specialty bikes downtown, or on State St. past Mason St.
4. Be courteous to pedestrians on bike path.
5. Be aware of bikes behind and in front of you.
6. Be aware of oncoming traffic.
7. To move bike backwards, get off and push. Do not attempt to move bike backwards while seated. Your feet may get caught.
8. Riders with access to pedals must be able to reach pedals at all times.
9. Keep feet away from wheels at all times.

Specialty AND 2-Wheel Bikes

1. Beware of theft and lock bikes to a safe and secure area, you are responsible for bike.
2. Don't leave bikes unattended.

I, the Participant, Agree with and understand the above mentioned rules and guidelines.

Initials

OUT:

IN:

EQUIPMENT:

OUT: IN:	EQUIPMENT:
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IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1: Warning

Participants acknowledge that: Wheel Fun Rentals recommends all participants wear a helmet and other safety gear and seek instruction from Wheel Fun Rentals staff in the safe operation of the Equipment. Helmets and safety gear are provided free to all Participants. The State of California requires Participants under the age of 18 to wear a helmet.

SECTION 2: Equipment Rental

Wheel Fun Rentals hereby rents to Participants, and Participants hereby rent from Wheel Fun Rentals, the equipment described in the Open Receipt issued in connection herewith and incorporated herein by reference (the "Receipt"), for the period and the fees specified therein, subject to the terms of this Contract and Release. Daily Rentals are due back the same day by closing. No Refunds on early returns.

Participants assume full responsibility for the bicycles and any other equipment rented (collectively, the "Equipment") and agree to compensate Wheel Fun Rentals for damages caused to the Equipment, excluding normal wear and tear ("Damages"), and for theft, during rental period and for such time thereafter until the Equipment is returned to Wheel Fun Rentals, according to the lost equipment price list provided by employees upon request.

I, the Participants understand and agree that I am responsible for any cost associated with unpaid rental, damage and/or theft to the rental Equipment. In such an event I authorize Wheel Fun Rentals to charge my credit card in an amount not to exceed \$4495.00 per each Equipment unit.

Section 3: Release

In consideration of being permitted to rent and operate the Equipment and/or participate in a guided or self-guided tour, which are hereby acknowledged to an inherently dangerous and risky activities, each adult Participant, on his own behalf, on behalf of all minors whose names appear page 1 and with respect to whom said adults Participants is the legal guardian (the "Minors"), and on behalf of his/her spouse, and the legal representatives, heirs and assigns, of him/self and of the Minors (each of the foregoing is a "Releasor"), does hereby release, waive, and discharge all claims which arise against Wheel Fun Rentals of Santa Barbara, Inc, and Freetime Inc, their directors, officers, managers, shareholders, members and owner, employees and agents and the successors, assigns and heirs of each of the foregoing, (each of the foregoing is a "Releasee") in connection with the use of the Equipment and/or participation in a tour (collectively, the "Released Claims"), and does hereby covenant not to sue the Releasees, for the Released Claims whether arising out of negligence of the Releasees or otherwise. Releasors agree to indemnify and hold harmless Releasees from any claim, liability, loss, damage or cost, including attorneys' fees, which Releasees, or any of them, may incur directly or indirectly in connection with Releasors' participation in the Activity or Releasors' assertion of a Released Claim, including, without limitation, misrepresentations made in connection with the rental of the Equipment and/or participation in a tour and the execution of this Contract and Release, whether in an individual capacity, as guardian of Minor, or otherwise.

Releasor's acknowledge and assume the risks of using the Equipment and/or participating in a tour, including the risk of serious bodily injury to self and others, death and property damage, and assume full responsibility for these risks, whether due to the negligence of the Releasees, or otherwise.

The risks inherent to the use of the Equipment and/or activity include, without limitation, the hazards posed by slips, falls, collisions, and drowning due to causes including equipment failure, rough or broken pavement, negligent or unlawful conduct of the Participants and/or other individuals, collisions with natural or man-made objects or other individuals, adverse weather conditions, proximity to water which may be unpatrolled by lifeguards and encounter with animals.

Releasors' agree that this Release is governed by, and intended to be as broad and inclusive as permitted by, the laws of the State of California (without reference to the principles of conflicts of law thereof) and that should any term of this Release be held invalid by court of competent jurisdiction the remaining provisions shall remain effective .

Section 4: Representations and Signatures

Each Participant freely and voluntarily assumes the risks of using the Equipment and/or participating in a tour. Each Participant acknowledge that he/she has executed this Contract and Release in order to use the Equipment and/or participate in a tour. For each Participant who is a minor, the adult Participant signing on his/her behalf represents and warrants to Wheel Fun Rentals that he/she is the legal guardian of the minor and possesses full legal authority to release and waive claims, and to covenant not to sue, on that minors behalf. Each of the Releasors has read this Contract and Release in it entirety.