



Bike It! Bellagio
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BIKE RENTAL AGREEMENT AND TOUR PARTICIPANT WAIVER FORM

Renter and Participant Name/s (Reservation Name): _____ **E-mail:** _____

Local Address (Hotel/B&B/Apartment Name): _____ **Phone number:** _____

The person named above is renting a bicycle and participating in a tour from Bike It! Bellagio.

Tour start date: _____ **Rental/Tour end date:** _____ **Number of bike rentals/participants:** _____

1. When the renter/participant receives the bicycle without making any observations or objections, he/she recognizes that the bicycle is perfectly functional. The renter declares, under his/her own responsibility, that he/she is capable of using the rented bicycle without hazard to himself/herself or to others. If the renter is an adult, he/she may rent a power-assisted vehicle limited to 500W or 630W, for which no qualification, license, or driver's license is required. In no case may the renter transfer its use to another person.
2. Use of a helmet is mandatory. The helmet must be firmly latched under the chin to prevent it from slipping or being lost in the event of accident. No form of compensation shall be claimed from Bike It! Bellagio for damage caused or suffered by the renter.
3. The renter agrees to use the bicycle with extreme caution and in full compliance with the Rules of the Road and is obliged to cover any costs resulting from the infractions for which he/she might be liable. The bicycle must be used by just one person. Bike It! Bellagio may refuse to rent the bicycle to persons who are deemed incapable of using or unprepared to use the bicycle. **The renter authorizes Bike It! Bellagio to charge the credit card on file for the reservation to compensate for any damages incurred during rental.**
4. If the bicycle is stolen, the renter must (a) immediately notify Bike It! Bellagio by calling +39 334 975 1604, (b) pay an amount ranging from €500.00 to €6,000.00 (according to the type and value of the rented bicycle), and (c) report the theft to local police. The aforesaid amount will be returned if the bicycle is found.
5. Use of electric bicycles (power-assisted) is restricted to adults unless the minor is accompanied by an adult who assumes written liability for the damage that the minor might cause, exempting Bike It! Bellagio from all liability in this case, and who shall also constantly monitor the minor's behavior on the bicycle.
6. The vehicles (accessories and any rented items) must be returned during the Bike It! Bellagio's operating hours or at a previously agreed-upon location by the renter and Bike It! Bellagio.
7. **The renter/participant certifies that he/she has sufficient health, accident, and liability insurance to cover any injury or damage that he/she may incur while participating in this activity and to cover any injury or damage caused to a third party as a result of the renter's participation in the activity. The Renter certifies that if he/she has no such insurance, that Renter is capable of and will personally pay for any and all such expenses or liability.**

BIKE TOUR PARTICIPANT WAIVER AND RELEASE OF LIABILITY

Read carefully. Consent to this form affects your legal rights.

I (the party agreeing to these terms by reserving, purchasing, and/or participating in the tour) hereby waive any and all claims I may have now and, in the future, and release from all liability and agree not to sue Bike It! Bellagio, its owners, agents, representatives, employees, or tour guides for any personal injury, death, property damage, or loss sustained by me as a result of my participation in the cycling tour due to any cause whatsoever, including without limitation, negligence on the part of Bike It! Bellagio, its staff, tour partners, or other participants, or death or injury as a result of war, civil unrest, epidemics, or acts of God. I assume all risk of participating in the cycling tour, including but not limited to risk that may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained, or controlled by them, or because of their possible liability without fault.

I certify that I am physically fit and have not been advised to not participate in physical activity by a qualified medical professional. I certify that there are no health-related reasons or problems which preclude my participation in a cycling tour provided by Bike It! Bellagio. I acknowledge that this cycling tour may carry with it the potential for death, serious injury, and personal loss. The risks may include, but are not limited to, those caused by terrain, facilities, temperature, weather, condition of participants, equipment, vehicular traffic, actions of other people including, but not limited to, participants, volunteers, spectators, or guides. I accept all medical and health risks and outcomes that may result from participation, and I release Bike It! Bellagio and its owners, agents, employees, tour guides, and representatives from responsibility and liability. I further acknowledge that injury or medical outcomes can occur not only due to my own action, but also due to the actions of others that may be participating on the tour. I release all parties participating in the tour from liability.

I consent and agree that Bike It! Bellagio, and/or their owners, agents, representatives, or tour guides may take photographs or digital recordings of me during this event and use these in any and all media for training or promotional purposes. I further consent that my identity may be revealed therein or by description, text, or commentary. I waive any rights, claims or interest, and I understand that there will be no financial or other remuneration. The accident waiver, release of liability and image release shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law. I agree that this waiver and the bicycle rental agreement work in tandem and are not mutually exclusive.

Bike It! Bellagio or its staff can, at my cost, arrange any medical treatment and emergency evacuation service as it or they deem necessary for my health and safety. I understand that Bike It! Bellagio will not be responsible for any medical costs associated with an injury I may sustain. I also understand that I am responsible for any damage I cause to the employees. Further, I agree at all times during the tour, to abide by and comply with any additional instructions given by my tour guide or any other Bike It! Bellagio representative, and I accept that non-compliance may result in injury, death, or permanent disability. I understand that non-compliance may result in my removal from the tour. As a participant on the tour, I accept full responsibility for my behavior, well-being, and health throughout the tour, which may involve a variety of activities, unfamiliar locations, and modes of travel. I agree to hold neither Bike It! Bellagio nor its staff liable in any way should any harm come to me. I acknowledge and understand the dangers associated with the consumption of alcohol or drugs, agree that I am solely responsible for removing myself from participation in the cycling tour if at any time I feel unable to complete or participate. I further hereby agree to indemnify and hold harmless the releases from any loss, liability, damage or costs, including court cost and attorney's fees, that may incur due to my participation in said activity, or not, whether caused by negligence of Bike It! Bellagio, or otherwise. I further agree that if I violate this agreement and attempt to bring suit against any part of the parties named herein, that I will be held responsible for attorney's fees and any costs incurred by that person in defending such action. In agreeing to this Waiver and Release, I am not relying on any oral, written nor visual representations or statements by Bike It! Bellagio or its staff or any other inducement or coercion to go on the tour. Through this agreement, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns.

PARENT/GUARDIAN WAIVER FOR MINORS (under 18 years old): The undersigned parent and or natural guardian does hereby represent that he/she is, in fact, acting in such capacity, has consented to his/her child or ward's participation in the Bike It! Bellagio cycling tour and has agreed individually and on behalf of the child or ward, to the terms of the accident waiver and release of liability set forth above.

I CERTIFY THAT I HAVE READ THIS DOCUMENT, AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND I SIGN IT ON MY OWN FREE WILL.

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