

# Participant Agreement, Release and Acknowledgement & Assumption of Risk and Release Form

## Catawba Riverkeeper Foundation/Human Powered Movement Event and/or Activity Participation

**Assumption of Risk and Release of Claims:** I, the undersigned participant (the "Participant"), hereby acknowledge and understand that participation in the event/activities of the Catawba River Foundation, Inc. ("CRF") and MJ Bratton Consulting LLC dba Human Powered Movement ("HPM"), including, without limitation, all land, and water-based activities, (the "Activities/Activity") involves risks that may be greater than other common activities. I understand and accept that renting any equipment and/or participating in this Activity exposes me to many hazards and entails unavoidable risk including but not limited to death, personal injury, and loss of or damage to property. I have been made aware of and fully understand and acknowledge that there are certain known risks and unknown or unanticipated risks inherent in the Activities, that I have considered those risks and that I am willing to accept and assume all risks relating to my involvement with the Event(s)/Activity(ies). I hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of my participation in these Activities and use of any and all rental equipment. I hereby fully and perpetually release HPM, CRF, the Catawba Riverkeeper®, including their collective respective officers, directors, employees, volunteers, agents, representatives, third party partners, affiliates and successors assigned, from any and all liabilities, claims, demands, actions or rights of action which are related to, arise out of, or are in any way connected with my participation in the Activities, including specifically (but not limited to) any and all claims arising out of or relating to the negligent acts or omissions or any person or entity, including of CRF or HPM, for any and all injury, loss, damage, accident, delay, or expense arising out of or related to the Activities and my participation therein.

**Health and Safety:** Understanding the risks involved, I hereby state that I am physically fit to participate in these Activities. I recognize that CRF nor HPM are not obligated to attend to any of my medical or medication needs, and I assume all risk and responsibility, therefore. If I require medical treatment, emergency medical treatment or hospital care as a result of my participation in the Events/Activities CRF and HPM are released from any liability and are not responsible for the cost or quality of such treatment or care. Furthermore, to the best of my knowledge I do not have any contagious disease, nor have I exhibited symptoms of or been exposed to any contagious disease in the past 14 days.

**Standards of Conduct:** I will be responsible for and comply with all applicable laws, regulations, and standards of conduct, including but not limited to CRF's and HPM's rules, standards, and instructions.

- I understand that CRF/HPM will NOT provide medical attention or conduct rescues and that I should call 911 in an emergency. **Initial:** \_\_\_\_\_
- I agree and commit to wearing a helmet and closed toes shoes at all times while riding the bike. **Initial:** \_\_\_\_\_
- I understand that it is my responsibility to abide by all town, county, state, and federal traffic laws and use proper bike hand signaling gestures at all times. **Initial:** \_\_\_\_\_
- I understand it is my responsibility to ask the Staff additional questions that I have before taking possession and using the bike and all associated equipment. **Initial:** \_\_\_\_\_
- I understand how to operate the rental bike's gears and brakes. **Initial:** \_\_\_\_\_
- I understand that this bike does not have lights and that I will not ride at dusk or when dark. **Initial:** \_\_\_\_\_
- I agree that I will not participate in this activity if I am under the influence of drugs or alcohol. **Initial:** \_\_\_\_\_
- I agree not to trespass on posted or private land and will only ride on open roads, greenways, sidewalks, and gravel pathways. **Initial:** \_\_\_\_\_
- I understand that this is a Fitness Bike and NOT a Mountain Bike. Therefore, I will not use this bike on Mountain Bike trails. **Initial:** \_\_\_\_\_
- I take full responsibility for the safety of myself and my group & agree that all members will ride responsibly at all times. **Initial:** \_\_\_\_\_
- I understand and agree that I am responsible for returning all equipment listed below and the cost of any lost, stolen, or damaged gear will be charge to my credit card. **Initial:** \_\_\_\_\_

**Assumption of Risk and Release of Claims:** Understanding the risks described above, and in consideration of being permitted to participate in the Event/Activities, I agree, on behalf of my family, heirs, and personal representative(s), to assume all the risks and responsibilities surrounding my participation in the Activities. Except as provided above, I release and indemnify CRF and HPM from and against any present or future claim, loss, or liability for injury to person or property that I may suffer, or for which I may be liable to any other person, as a result of my participation in the Activities. Except in the event of my unauthorized or incidental actions, if legal proceedings are brought against CRF and/or HPM I agree to be represented as part of the Organization to the fullest extent of the law. I HAVE CAREFULLY READ AND UNDERSTAND THIS ASSUMPTION OF RISK AND RELEASE FORM.

**Photos/Likeness/Digital Communications:** I agree to allow CRF and/or HPM and associated partners the absolute and irrevocable right and permission to use my photo or likeness taken during the Event/Activity to publicize and promote this and future Event/Activity. I agree to allow CRF and/or HPM to send digital communications to the email listed below. I understand that I can unsubscribe from these communications at any time.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Email: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Name: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_

**Consent of Parent of Legal Guardian (if participant is under 18 years of age):** I am the parent or legal guardian of the above Participant. I have read and understand the foregoing Release Form (including such parts as may subject me to personal financial responsibility), am and will be legally responsible for the obligations and acts of the Participant as described in this Release Form, and agree, for myself and for the Participant to be bound by its terms.

Parent/Guardian Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

# Human Powered Movement - Bike Rental Contract

Participant responsible for equipment (Must be 18+): \_\_\_\_\_ Rental Date: \_\_\_/\_\_\_/\_\_\_

Driver's License #: \_\_\_\_\_ State of Issue: \_\_\_\_\_

Rental Duration: Circle one 90 Minute Rental = \$25 Day Rental = \$35 (Must return by close of business)

Optional Insurance: Circle one Decline Coverage up to \$150 in damage = \$7.50

**CONDITIONS OF RENTAL:** The term "equipment" shall include any equipment rented from HPM. The customer understands and agrees that the equipment described in this contract remains the property of HPM and that the failure by the customer to return said equipment to HPM within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution.

**DEPOSIT:** To rent equipment, a credit card and driver's license of one member of the party is required to be held until all equipment is returned and inspected. If any action is brought to enforce any of the terms of conditions of this agreement, or to recover any sums due to hereunder, customer agrees to pay attorney fees, court costs, or other expenses.

**PARTICIPANT LIABILITY:** Participant assumes liability for any and all damage(s) or loss to personal and rental property. Participant assumes liability for any and all accident/injury to persons related to said equipment.

**RESPONSIBILITY FOR DAMAGE OR LOSS:** Participant agrees he/she will return the equipment in the same good and working condition as when received. Ordinary wear and tear as subjectively defined by HPM is acceptable. Participant maintains the financial responsibility and obligation to repair/replace lost or stolen, damaged or broken parts (including flat and damaged tires), and to reimburse HPM for said equipment and labor. Regardless of the party at fault, Participant understands and agrees to take responsible for damage to said equipment.

**OPTIONAL INSURANCE:** Participant has the ability to select optional insurance coverage during the rental of said equipment. This optional insurance offering covers the Participant for up to \$250 in any costs associated with loss, damage, repair, replacement of parts of the equipment. Any additional costs associated with loss, damage, repair, replacement, or parts of equipment over the \$250 amount will be the responsibility of the Participant and will be charge to the credit card held for deposit. Participant understands that an exact amount of damage and associated fees may not be able to be determined on the day of the rental. Any fees will charged once equipment has been assessed.

**SUBLEASING PROHIBITED:** Customer understands and agrees that any subleasing or reletting of rental equipment is prohibited and that any reletting or sublease shall immediately cause termination and cancellation of this contract.

**TERMINATION OF AGREEMENT:** Participant agrees that HPM has the right to terminate this agreement at any time and retake possession of said equipment and for said purpose. If HPM incurs any financial and/or other costs associated with retaking possession of said equipment, the Participant listed above will be responsible for all financial and other costs incurred.

**LATE RETURN FEE:** A late fee (\$20) or an additional day rental fee (\$35) will be assessed if customer does not return equipment by the appropriate return time specified. All equipment must be returned directly to HPM where the equipment was rented.

Customer Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Bike Size(s): \_\_\_\_\_ Helmet Size(s): \_\_\_\_\_ Time Out: \_\_\_\_\_ Time Due: \_\_\_\_\_

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## **For Staff Only: Check-out List**

Waiver Signed: \_\_\_\_\_ Received ID/Credit Card: \_\_\_\_\_ Bike Check: \_\_\_\_\_ Helmet Fit Check: \_\_\_\_\_

## **For Staff Only: Check-in List**

Equip Checked: \_\_\_\_\_ Ask about incidents: \_\_\_\_\_ Received By: \_\_\_\_\_ Return Time: \_\_\_\_\_

Additional Notes: \_\_\_\_\_