



AZTEC CYCLES

AZTEC CYCLES LIABILITY RENTAL AGREEMENT & WAIVER FORM

901 Main Street, Stone Mountain, GA 30083 Tele: 678-636-9043 Web: aztec-cycles.com

Name/s: _____

Date: _____

Address: _____

Time Out: _____

Phone#: _____ Emergency Name/No: _____

Time In: _____

EMAIL: _____

Total Rate of Rental: _____

A \$300 deposit is required for all Performance Road Bikes. All rentals require that we hold onto your State Identification while on the ride. For overnight/day rentals, we will make a copy of your State Identification and will return it to you upon return of the rental

CONTRACT AND RELEASE FROM LIABILITY-PLEASE READ CAREFULLY!

1. Aztec Cycles wants you to have a safe and enjoyable experience. Please use our equipment responsibly, for your own safety as we realize that cycling can be dangerous and injuries can be common. This Agreement is to be construed in accordance with and governed by the internal laws of DeKalb County, Georgia. By signing this, you are agreeing to the following:
 1. You accept all responsibility for the use and care of our equipment. You will be responsible for the full replacement value of any equipment that is damaged or not returned. _____ (initial)
 2. You will be the only person using this equipment, please refrain from any tricks or stunts. You take responsibility for your own physical health in this activity. You assume the risk of injury or death.
 3. Bicycles can be used on Bicycle Trails/Paths, public roadways, or the location of events/races that you are participating in. Bicycles are considered vehicles and are subject to the same laws as cars. Please obey all traffic signs/signals and also stop at all traffic crossings.
 4. I hereby release **Aztec Cycles, Inc., City of Stone Mountain, DeKalb County, its owners, agents and employees** from any and all liability for damage and injury to myself or to any persons, including any to any child or minor who may use the Rental Equipment, or for damages to personal property resulting from the use of the Rental Equipment. I accept full responsibility for any and all damage or injury which may result. In no way does **Aztec Cycles, Inc.**, guarantee my safety while riding and it is not the responsibility of **Aztec Cycles, Inc.**, to provide me with any type of bicycle riding instruction or any information concerning safety precautions. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity. _____ (initial)
 5. I agree to reimburse **Aztec Cycles, Inc.**, for any loss or damage of any kind other than reasonable wear and tear which results from the use of the Rental Equipment. _____ (initial)
 6. I agree to return all Rental Equipment by the return deadline provided above, and understand that additional charges will apply if the Rental Equipment is returned late.
 7. I have read this Bicycle Rental Agreement and Waiver, and I understand that I have given up substantial rights by signing it and have signed it freely and without inducement or assurance of any nature and intend it be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force. By signing below, I acknowledge my agreement to all the forgoing terms.
Use of Helmet: Persons under the age of 17 who is an operator or a passenger on a bicycle on a public bikeway shall wear a Helmet of good fit, positioned properly and fastened securely upon the head by helmet straps.
HELMET WAIVER: I have been offered the use of a bicycle helmet.

I have **DECLINED** the use of a helmet offered to me by **Aztec Cycles, Inc.** I hereby waive any claims for damages/injury that might occur as a result. _____ (Initial)

I have **ACCEPTED** the use of a helmet offered to me by **Aztec Cycles, Inc.** _____ (Initial)

SIGNATURE: _____

DATED: _____

SIGNATURE: _____

DATED: _____

SIGNATURE: _____

DATED: _____

SIGNATURE: _____

DATED: _____