

Customer Information: First: \_\_\_\_\_ Last: \_\_\_\_\_ Email: \_\_\_\_\_

Item(s) Rented: Front \_\_\_\_\_ Rear \_\_\_\_\_ Other \_\_\_\_\_ Circle all that apply  
 Cassette \_\_\_\_\_ Crash Insurance \_\_\_\_\_

**Acknowledgment of Risks and Hazards Waiver and Assumption of Risk**

The undersigned, (Customer), voluntarily makes and grants this ACKNOWLEDGEMENT OF RISKS AND HAZARDS – WAIVER AND ASSUMPTION OF RISK in favor of Échappé Equipment (Seller) as partial consideration, in addition to monies paid to Seller, for the opportunity to use the equipment, materials of Seller; and/or receive assistance, guidance, and/or instruction from the personnel of Seller.

I accept for use as is, the equipment and related parts, and accept full responsibility for their care until returned to Seller. I UNDERSTAND THAT THIS EQUIPMENT IS FOR MY PERSONAL USE ONLY. I also understand that once product is shipped from Seller, I am not eligible for a refund, in part or in whole.

Any damage to the equipment beyond reasonable wear and tear, up to and including total loss without PROOF OF THEFT, will be my responsibility for which I agree to compensate Seller and I authorize Seller to charge my credit card for a deposit equal to full replacement cost of such equipment to cover such responsibility. Seller agrees to rebate any portion of such deposit not necessary to satisfy my obligations under this agreement at the time of return or promptly after the cost of repairing any such excess damage has been determined.

Performance of the equipment, or any malfunctions or shortcomings of the equipment while in the customer’s possession, is not the responsibility of Seller. I understand Seller’s rates do not include third party assistance for services related to provided equipment while in the customer’s possession.

I understand and recognize THAT BOTH RECREATIONAL AND COMPETITIVE cycling and the use of cycling equipment are inherently dangerous, and that there are certain risks, dangers and perils connected with such use, which I hereby acknowledge and which I fully understand, AND WHICH I NEVERTHELESS ACCEPT, ASSUME AND UNDERTAKE. I understand that Seller is in no way responsible for any and all risks of injury or death I may sustain while

utilizing Seller’s equipment, and I agree to RELEASE, FOREVER DISCHARGE, INDEMNIFY, DEFEND, AND HOLD HARMLESS Seller, its owners, directors, officers, shareholders, employees, representatives, agents, employees, and their respective agents, estates, heirs, executors, administrators, assigns and others, as well as the related equipment manufacturers, distributors, and their respective representatives (all hereafter RELEASEES), from any and all losses damages, costs and attorneys fees resulting from any and all claims and or suits for personal injury, death and/or property or other damage that may in any way arise from my use of Seller’s equipment, or reliance on Seller’s actions or representations, and my participation in cycling, recreational or competition, or related activities. I understand that the Releasees are not responsible for the consequences of their own negligence, that is, their failure to use reasonable care in any way.

I understand that this agreement is binding upon my heirs, executors, administrators, and assigns. I also understand that if any part of this agreement is determined to be unenforceable, all other parts shall be given full force and effect. I agree that there have been no warranties given to me, express or implied, which extend beyond the specific description of the equipment and related parts given on this form.

I have read the above paragraphs and fully understand them. I understand that this is a FULL AND FINAL RELEASE OF LIABILITY, which will legally prevent me or any other person from filing suit or making any other claims for damages against the RELEASEES in the event of personal injury, death or property damage arising from my use of the equipment. I further warrant that I have been offered manufacturers or other suitable literature for all of Seller’s equipment and related parts, been given an opportunity to fully inspect and ask questions concerning Seller’s equipment and related parts, which in each instance have been answered to my satisfaction, and that I freely and voluntarily enter into this agreement. I have made no misrepresentations to Sellers regarding my name, age, or medical condition.

I READ THIS and UNDERSTAND SECTION A. CUSTOMER SIGNATURE

**Security Deposit Agreement**  
 I understand by checking this box that I have given Échappé Equipment PA, LLC [Echappe] sufficient information that acts as a security deposit for my rental of cycling wheels and/or equipment from Échappé. I understand that if I do not return my rental item on time or at all within 5 days of the termination of my rental period, Échappé has permission to use stored credit card and billing information to charge me for the MSRP value of the item. Failure to contact Échappé after 5 days of my rental period allows Échappé to assume the loss of the item, by which point I allow Échappé to use the information for collection of the value of the provided product. Echappe reserves the right to contract third party collection agencies to collect amount in full. Upon good return of the rented item, credit card and billing information is destroyed.

I READ THIS and UNDERSTAND SECTION B. CUSTOMER SIGNATURE

**Excessive Damage Waiver**  
 I [Buyer] accept the Excessive Damage Waiver Option and authorize Echappe Equipment [Seller] to charge my credit card for the applicable waiver fee prior to commencement of this rental. On the basis of timely receipt of such payment, Seller waives any claim it may otherwise have against Buyer for unreparable damage to the rented equipment exceeding reasonable wear and tear to the extent such damage occurs as a result of cycling-related activity during the rental period. Buyer understands they are still responsible to compensate Seller for loss, damage occurring as a result of non-cycling-related activities or as a result of a failure to exercise reasonable care with the equipment, including failure to pack the equipment properly for return shipment. If THEFT occurs, Seller must be notified with a copy of the filed police report as well as acceptable PROOF OF THEFT within 24 hours of the incident. Failure to provide acceptable information whereby Seller’s insurance agency rejects such claims, Buyer assumes TOTAL LOSS whereby Buyer is responsible to compensate Seller for full replacement value.

Should I waive this optional fee, I therefore decline the foregoing the Excessive Damage Waiver Option and understand that I am therefore responsible for all damage that would otherwise be waived had I accepted same.

I READ THIS and UNDERSTAND SECTION C. CUSTOMER SIGNATURE