

# SHOREBIRD ELECTRIC CRUISER RENTALS

## SELF-SERVICE E-BIKE RENTAL AGREEMENT & LIABILITY WAIVER

*This Bicycle Rental Agreement and Liability Waiver (“Agreement”) is made between Shorebird Rentals (“Lessor”) and the individual completing the booking and any additional riders (“Renter” or “Rental Party”).*

*By checking the agreement box during the online booking process, the Renter acknowledges that they have read, understood, and agree to all terms below. This electronic acceptance constitutes a legally binding signature.*

### **1. RENTAL TERMS & TIME PERIOD**

- Rental fee is \$70 per bicycle per day, valid only between 9:00 AM – 5:00 PM.
- No hourly rates or prorated refunds.
- Bicycles must be returned and locked at the designated location by 5:00 PM.
- Late returns may incur additional charges.

### **2. SELF-SERVICE ACKNOWLEDGMENT**

- This is a self-service, unattended rental.
- No in-person instruction or supervision is provided.
- Renter agrees to review all provided instructions and videos prior to use.
- Use of the bicycle constitutes acceptance of its condition.

### **3. PROPER USE**

Renter agrees:

- To ride only on public roads and approved bike paths.
- Not to:
  - Carry passengers
  - Ride off-road or on prohibited trails
  - Race, jump, or perform stunts
  - Use for illegal purposes
- Only authorized renters may operate the bicycle.

### **4. E-BIKE RISKS**

- Bicycles are Class 2 electric bicycles with throttle assist.
- Renter acknowledges increased speed and risk compared to standard bicycles.
- Renter assumes all risks including injury, collision, or loss of control.

### **5. HELMETS & SAFETY**

- Helmets are provided and strongly recommended.
- Renter assumes all risk if choosing not to wear one.

### **6. CONDITION & RESPONSIBILITY**

- Renter confirms they are capable of safely operating a bicycle.
- Renter agrees to inspect the bike before use.
- Riding the bike confirms acceptance of working condition.

## **7. DAMAGE, LOSS, & THEFT (IMPORTANT)**

- Each bicycle has an approximate replacement value of \$1,500.00.
- Renter assumes full responsibility for the bicycle during the rental period.

### Renter agrees:

- To properly lock and secure the bicycle when unattended
- To return the bicycle to the designated location

### Renter is financially responsible for:

- All damage, including but not limited to:
  - Frame damage
  - Bent wheels
  - Motor or battery damage
  - Electrical issues
  - Cosmetic damage beyond normal wear
  - Theft or loss, including failure to properly secure the bike

### Charges may include:

- Full replacement cost (up to \$1,500 per bike)
- Parts, labor, and service fees
- Loss-of-use fees if the bike is unavailable for future rentals

All charges may be applied to the credit card on file.

## **8. THIRD-PARTY EQUIPMENT**

- Any personal attachments or gear are used at Renter's own risk.

## **9. ACCIDENT REPORTING**

- Renter must report any accident, theft, or damage as soon as possible.

## **10. RELEASE OF LIABILITY**

Renter agrees to fully release and hold harmless Shorebird Rentals from all claims related to:

- Injury or death
- Property damage
- Loss or theft

*Renter agrees to indemnify Shorebird Rentals for any related claims or legal costs.*

## **11. NO WARRANTIES**

- Equipment is provided "as-is" with no warranties.

## **12. GOVERNING LAW**

- Governed by the laws of Wisconsin.

## **13. ACKNOWLEDGMENT**

By accepting this Agreement, Renter confirms they:

- Understand all risks

- Accept full financial responsibility
- Agree to all terms