POCONO WHITEWATER BIKING LIABILITY

This form **must be read and signed** before the participant is allowed to take part in biking.

OFFICE USE ONLY:

QTY. INIT.

RESERVATION #

NAME (FIRST/LAST)

ADDRESS APT.

CITY STATE ZIP

E-MAIL RECEIVE EMAIL SPECIALS? YES ☐ NO ☐

I recognize that there is an element of risk in biking. I'm also aware of the risks and dangers inherent in bicycling, bicycle touring and mountain biking. Knowing of the inherent risks (such as, but not limited to, exposure, snake bites, equipment failure, hazards of the road, traffic, changing weather conditions, etc.) and rigors required of said activities. I certify that I am fully capable of participating in the said activity. Therefore, I assume full responsibility for myself, for bodily injury, death and loss of personal property and expenses thereof. I possess at least the following prerequisites for participating in this activity: A.) I know how to ride and operate a bicycle: B.) I am in good mental and physical health. C) I am able to read a map and/or follow directions. I accept for use, as is, and accept full responsibility for care of equipment while in my possession. I will be responsible for the prompt replacement at full retail value of all rental equipment not returned or damaged, other than reasonable wear and tear. I agree to return rental equipment by agreed date in clean condition to avoid additional charges. I release and hold harmless for whatever reason, including negligence, POCONO WHITEWATER, LTD., it's offices, employees and agents from any action related to these risks and dangers. These terms shall serve as a release and assumption of risk for my heirs, all members of my family and for any minors that acompany me. Said acknowledgement shall further assign to POCONO WHITEWATER, LTD., all rights to use photographs of me taken relative to said bike trip including - but not limited to - use in or on brochures, catalogs, media advertisements, websites, posters, and the like. The venue of any dispute that may arise out of this agreement or otherwise between the parties to which POCONO WHITEWATER, LTD or its officers, employees, or agents is a party shall be Carbon County Pennsylvania in either Magisterial Court or the Court of Common Pleas, as determined by the nature of the dispute and/or amount at issue. If any provision of this release is found to be unenforceable, the remaining terms shall be enforceable.

I HAVE READ THE ABOVE WAIVER AND RELEASE BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE POCONO WHITEWATER, LTD FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH BY NEGLIGENCE OR ANY OTHER CAUSE, TO THE FULLEST EXTENT PERMITTED BY LAW.

_____ / ____ Date Signed:_____X_____

PARTICIPANTS SIGNATURE **AGE** **PARENT/GUARDIAN SIGNATURE**

Print Name: _____

If you are checking in and renting bikes at our White Haven shop, take note of today's shuttle pick up times posted on the board. Failure to meet the last posted shuttle of the day will result in a lengthy wait for you plus the cost of a *non-emergency bike shuttle* to pick you up. If you are riding your own bikes, you will be on your own!

If you are checking in and renting bikes at our Jim Thorpe shop, be aware of today's bike return time. If you return the bikes later than this time, there will be an additional charge.

IMPORTANT: If you request a non-emergency bike shuttle, you will be charged $75.00

OPTIONAL BIKE RENTAL INSURANCE | *$1.00*

Covers renters liability in the event of damage
Does not include willful damage or loss of equipment
Sign below if you'd like to add this to your rental

☐ INITIAL AFTER PAYMENT

SIGNATURE: _____

OPTIONAL E-BIKE RENTAL INSURANCE | *$5.00*

Covers renters liability in the event of damage
Does not include willful damage or loss of equipment
Sign below if you'd like to add this to your rental

☐ INITIAL AFTER PAYMENT

SIGNATURE: _____