



## RENTAL AGREEMENT & RELEASE

Rider's Full Name: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Age: \_\_\_\_\_ Phone: \_\_\_\_\_

Email Address: \_\_\_\_\_

**I. Agreement to Rent.** By accepting this Agreement, undersigned (hereinafter collectively, "Rider," "I" or "me", which shall also include Rider's parents or guardian, if Rider is under 18 years of age) agrees to rent Product(s) (hereinafter collectively "Product", "Unit" or "Equipment") from Ali Zaher Enterprises LLC DBA PlayTri (hereinafter "PlayTri") selected either via website or in person at time of rental. The undersigned and PlayTri shall be collectively referred to herein as the "Parties". Rider agrees to the terms and subjects to the conditions set forth herein.

**II. Agreement not to Lend.** Rider agrees to not lend Product(s) to others, and that if Rider were to do so, any loss suffered would be Rider's sole responsibility.

### **III. Refunds.**

Once reservation is made and paid for, there are no refunds. The Rider can reschedule their reservation to another event that PlayTri participates in if PlayTri is notified at least 4 weeks (28 days) before the original event date the rental was booked for.

### **Rider's Liability for Misuse of Equipment**

Rider is ultimately responsible for the Unit and any Equipment from the time of Rider pick-up until the time it is returned to PlayTri. If there is damage to the bike, Rider is responsible. If the bike is lost, stolen or damaged, Rider is responsible for the repair or replacement of the unit and all equipment. If Rider fails to return Unit or Equipment, Rider will be responsible for the full cost of replacement.

### **IV. Event or Venue Changes/Delays.**

If there is a cancellation or major change in the timing or venue that causes either Rider or PlayTri to not be able to attend or fulfill the requirements of renting the unit or equipment, PlayTri will transfer the bike rental to the deferred event or Rider event of choice that PlayTri participates in. In the event that the race is cancelled on the weekend of participation, PlayTri's agreement is fulfilled, and a refund will not be provided.

## **V. Risk.**

Rider understands and acknowledges that there are numerous obvious and non-obvious inherent risks always present in bicycling despite all safety precautions. These risks can arise out of and relate to weather conditions, the surface conditions upon which the bicycle is ridden, other riders, the condition of the bicycle, and whether the Rider is participating in a competitive cycling event. Rider represents and warrants that he/she has considered the foregoing factors, as well as all other relevant factors, he/she accepts these risks and is capable of evaluating and managing them. Rider further acknowledges there is no cycling activity, and particularly a competitive cycling activity, which is completely safe, and if Rider should become involved in a collision or other incident resulting in his/her falling from the bicycle, he/she will likely be injured, and possibly severely injured. Rider further acknowledges that upon mounting his/her bicycle he/she is primarily in control of and responsible for the bicycle. The Rider's safety will, in part, depend on his/her ability to operate the bicycle under the conditions which he/she is riding. The undersigned specifically agrees that he/she will be responsible for his /her own safety while riding the bicycle.

**VII. Release of Liability – Please Read Carefully Before Signing.** This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned Rider, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns.

As the undersigned Rider, I fully recognize that there are dangers and risks to which I may be exposed by participating in bicycling. As the undersigned Rider, I understand that Playtri makes no representations or warranties as to the condition of the bicycles, helmets and any other complementary equipment, and I am well advised to check the condition of the Rental Unit prior to use, and notify Playtri of any discovered problems or defects in the Rental Unit. PlayTri does not require me to participate in this activity, but I want to do so despite the possible dangers and risks and despite this release. With informed consent, and for valuable consideration received, as the undersigned Rider, I assume and take on myself all the risks and responsibilities in any way arising from or associated with the Rental and use of Rental Unit. I release Playtri and all of its affiliates and partners, assigns, and contractors from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Rental and Use, including any injury or harm to me, my death, or damage to my property, and any other economic or noneconomic damages and I agree to defend, indemnify, and hold Playtri harmless from and against any and all liabilities.

I agree to properly use and care for the Rental Unit while it is in my possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or serious injury.

**IX. Miscellaneous.** The Parties warrant and represent that their execution, delivery, and performance of this Agreement does not constitute a breach of or default under, and will not violate or conflict with any provisions of any contract or agreement. The Parties warrant and represent that the execution, delivery, and performance of this Agreement does not require the consent or approval of, or the giving of notice to any

person or entity. The Parties represent and warrant that they have investigated fully their alternatives to the execution and performance of this Agreement; have had ample time to review this Agreement; are fully aware of the terms contained in this Agreement; and have knowingly, voluntarily and without coercion or duress of any kind entered into this Agreement. This Agreement shall be construed in accordance with the laws of the State of Texas, and the Parties agree that any provision of this Agreement which is found vague shall not be construed against either party based on who drafted the Agreement. The Parties hereby irrevocably agree that any suit, action or other legal proceeding arising out of or relating to this Agreement may be brought in any federal or state court located in Dallas County, Texas and each consents to the venue and jurisdiction of such court in any such suit, action or proceedings. **All of the Parties agree to waive their right to a jury trial.** This Agreement shall be binding upon and inure to the benefit of the respective heirs, successors, and assigns of the Parties. No provision of this Agreement can be amended, modified, or waived, except by a statement in writing signed in hand by the party against which enforcement of the amendment, modification, or waiver is sought. Should any provision of this Agreement be invalid or unenforceable for any reason, the remaining provisions hereof shall remain in full effect. Words used herein indicating gender or number shall be read as context may require. This Agreement may be executed in counterparts via facsimile, each of which will be deemed an original document, but all of which will constitute a single document. This document will not be binding on or constitute evidence of a contract between the Parties until such time as a counterpart of this document has been executed by each party to this Agreement.

I have read, understood and agree to the above terms this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

\_\_\_\_\_  
Signature of Rider

**REQUIRED EVEN IF YOU PAID ON-LINE ALREADY**

**Information To Be Kept on File as Needed in Case of Rider’s Misuse (see paragraph IV):**

Phone Number: \_\_\_\_\_

Credit card number: \_\_\_\_\_

Exp Date: \_\_\_\_ / \_\_\_\_\_

Address: \_\_\_\_\_

Billing Zip Code: \_\_\_\_\_

Security Code: \_\_\_\_\_

# PlayTri Rental Damage Waiver

Note: Renter acknowledges and agrees that this Rental Damage Waiver is not an insurance product and has not been evaluated, endorsed, or regulated by any governmental entity and/or agency, but is instead a contract between the parties to allocate the costs in the event of damage to the Bicycle.

Coverage: The Rental Damage Waiver only covers physical damage that is on the bicycle that has been rented. The Rental Damage Waiver only covers the damage of the bicycle up to the cap amount associated with the rental level of the bicycle. The Rental Damage Waiver does not cover damage on any personal property or other people's property. The Rental Damage Waiver does not cover theft or abandonment of the bicycle, in the event of theft, the renter is required to pay the replacement of the bicycle. Any damage that is valued past the cap amount of the bicycle level will be covered by the renter, for example: If a level 1 bicycle is rented and the Rental Damage Waiver is capped at \$1500 and the damage is \$2000, the renter will be required to pay the difference which is \$500. The Rental Damage Waiver does not cover medical bills. The Rental Damage does not cover any expenses, property from other parties that were involved in an accident or any legal fees.

Pricing: Bicycle Rentals are offered in 3 Levels as each level designates a different price point of bicycle. Because of these different price points, the price for each Waiver is different to cover the difference of pricing for the level of the components. For Example, a Level 1 bicycle will have more advance components which are generally higher priced than a Level 3.

Level 1 Waiver: is \$150 per reservation and capped at \$1500 damage. The pricing is set at retail and determined by the mechanics of PlayTri of how much the repair would be.

Level 2 Waiver: is \$100 per reservation and capped at \$1000 damage. The pricing is set at retail and determined by the mechanics of PlayTri of how much the repair would be.

Level 3 Waiver: is \$75 per reservation and capped at \$750 damage. The pricing is set at retail and determined by the mechanics of PlayTri of how much the repair would be.

**SIGN IF PURCHASING – LEAVE BLANK IF NOT**

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

Staff Signature: \_\_\_\_\_ Level Purchased: \_\_\_\_\_