

W. E. STEDMAN COMPANY

196 Main Street  
Wakefield, RI 02879  
(401)789-8664

BICYCLE RENTAL TERMS AND CONDITIONS

**Overview:** W. E. Stedman Co. confirms that an experienced bike mechanic, prior to renting, reviews each Rental Bike. Each Rental Bike is prepped for rental and supplied to Clients in properly operating status, and is ready to ride. For the duration of the hire W. E. Stedman Co. will maintain the Rental Bike in a properly operating status.

**Obligations of Clients:** It is the Client’s responsibility to:

1. Operate the Rental Bike in a manner appropriate to prevailing road and weather conditions;
2. Wear a helmet and other protective clothing;
3. Know the relevant rules of the road and practice safe cycling; and
4. Know how to operate a multi-speed bike.

**Theft of and Damage to Rental Bikes:** Subject to this clause the Client is responsible for any and all damage once Rental Bikes are received by Clients. Any necessary parts and/or labor resulting from use during the rental period will be paid for by the Client. This includes but is not limited to flat tire repair, crash damage, any form of theft and/or resultant damage to the Rental Bike.

**Waiver:** Clients acknowledge and agree that W. E. Stedman Co. maintains no control over the operation of the Rental Bikes by Clients. W. E. Stedman Co. assumes no responsibility for and cannot be held liable for any personal injury, property damage, third party liability or other loss, accident, delay, inconvenience or irregularity which may be occasioned either by reason of:

1. Any wrongful, negligent or accidental acts or omissions on the part of the Client or the Client’s agents;
2. Any defect in or failure of any vehicle, equipment or instrument owned, operated or otherwise used by the Client; and
3. Any wrongful or negligent acts or omissions on the part of any other party not under the control, direct or otherwise, of W. E. Stedman Co.

Clients hereby release W. E. Stedman Co. and its agents and employees from and against any and all liability arising during the rental period. Clients acknowledges that they are aware of the risks involved with cycling including but not limited to physical exertion, forces of nature, accidents, travel via any mode of transport, adequacy of medical facilities, or negligence (other than willful or fraudulent) on the part of employees, agents or others of W. E. Stedman Co.

Clients shall defend, indemnify and hold W. E. Stedman Co. harmless from all claims, demands, causes of actions, liabilities and costs (including attorney’s fees) resulting from any loss or damage to property or injury or death of any person that may occasion by any cause whatsoever during the rental period unless such losses liabilities or claims result from grossly negligent or willful acts or omissions of W. E. Stedman Co.’s agents or employees.

Clients agree to be responsible for their own welfare, and accept any and all risks associated with the activities they undertake. Clients agree that the terms herein are binding on them, their family members, heirs, successors, assigns, dependents and/or minors accompanying them, and their legal representatives.

**Equipment Supplied:** Each rental bike is rented with a securing lock and approved helmet. Clients are required to use the supplied equipment, and assume all responsibility for any personal damages, injury or theft resulting from non-compliance.

Client’s Printed Name \_\_\_\_\_ License # \_\_\_\_\_

Client’s Signature \_\_\_\_\_ Date \_\_\_\_\_ Phone Number \_\_\_\_\_

-----EMPLOYEE USE ONLY-----

Duration of Rental \_\_\_\_\_ Amount Charged \_\_\_\_\_ Bicycle # \_\_\_\_\_

Date Taken \_\_\_\_\_ Date Returned \_\_\_\_\_