

# STAY FIT

## Equipment Loan Agreement- Waiver and Release

GUEST NAME:	ROOM NUMBER:
BICYCLE(S) RENTAL NUMBERS (Including locks):	DATE & TIME DUE IN (1-Day Max):

### TERMS AND CONDITIONS

Each Guest confirms:

- STAY FIT will rent the bicycle and related equipment (collectively the "Equipment") to Guest only if Guest reads, agrees to and signs this Equipment Loan Agreement- Waiver and Release.
- Guest is proficient in the riding and handling of the Equipment.
- Guest will obey all local and state rules, statutes and laws governing bicycle riding and is responsible for knowing them.
- Guest will refrain from using the Equipment while under the influence of drugs or alcohol.
- Guest will use the Equipment in a safe manner.
- Guest will wear a helmet at all times during operation of the bicycle.
- Guest has inspected the Equipment and confirmed the bicycle and other loaned equipment is in clean – good working order.
- Guest will, using the lock provided by STAY FIT, lock the bicycle in a secure manner at all times when the bicycle is not in use.
- Guest will not allow any person other than the Guest to use the Equipment.

### ASSUMPTION OF RISK - WAIVER AND RELEASE

Each Guest understands and agrees that bicycling is inherently hazardous and could result in serious injury or death. Each Guest agrees to indemnify, defend and hold harmless STAY FIT, its management company and their respective affiliates, and all of their owners, employees and agents (each a "Released Party" and collectively "Released Parties" from any and all damages, and or liability arising out of or resulting from the use and loan of the bicycle by the Guest, including, without limitation bodily injury up to and including death caused the Guest or any third person or damage or loss of personal property of the Guest or any third person.

### CONDITION OF LOAN EQUIPMENT

Guest agrees he/she will return the Equipment in the same good condition as when first loaned, ordinary wear and tear excepted. Guest shall be responsible for the repair of any damaged Equipment and the replacement of any lost or stolen Equipment.

**GUEST SPECIALLY AUTHORIZES STAY FIT TO CHARGE A MAXIMUM OF THB 10,000 TO THE CREDIT CARD ON FILE FOR ANY SUCH REPAIRS OR REPLACEMENT.** Each guest also agrees to reimburse Released Parties for all attorney fees, court costs, and other expenses incurred by a Released Party to enforce collection or to preserve a Released Party's rights under this agreement. The undersigned waives any cause of action against s Released Party from any cause of action in product liability, strict liability, or negligence regarding design, maintenance or condition of equipment.

**These TERMS and CONDITION constitute the entire agreement between the parties hereto and there are no other oral or written agreements or understandings related to the loan of the bicycle(s).**

**HAVING CAREFULLY READ THIS AGREEMENT AND UNDERSTANDING ITS CONTENT, I AM AWARE, THIS IS AN ASSUMPTION OF RISK, WANER, AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY.**

**I have read and agree to the above STAY FIT LOAN AGREEMENT and its TERMS and CONDITIONS.**

GUEST'S SIGNATURE:

Date: