



EVERGLADES GUEST SERVICES, LLC

**Everglades National Park
Bicycle Use Agreement and Release**

Customer's Name: _____ ("Customer") Customer's Cell Phone: _____

Customer's Room Number: _____ Bicycle & Lock ID # _____

Date/Time Out: _____ Date/Time In: _____

Everglades National Park agrees to provide a bicycle, lock, and helmet to Customer, upon the condition that Customer agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below.

READ THE FOLLOWING FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE EVERGLADES GUEST SERVICES, LLC. ("EGS"), THE NATIONAL PARK SERVICE, EVERGLADES NATIONAL PARK, AND THEIR AFFILIATES, AGENTS, OFFICERS, AND EMPLOYEES (COLLECTIVELY "EVERGLADES") FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY EVERGLADES AGAINST CLAIMS BROUGHT AGAINST THEM BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

RULES FOR USING EVERGLADES NATIONAL PARK BICYCLES:

- Mandatory helmet usage by anyone operating or riding this bicycle.
- All bicycles are for day use only (7 a.m. to dusk).
- All bicycles must be returned back to your pick up location.
- When not in use, bicycles are to be secured with the provided locks.
- Customers must be 18 years or older to check out a bicycle.

Acknowledgement – Safety

I acknowledge that I have been advised to wear an approved helmet while cycling, because failure to wear a helmet may lead to serious injuries or death. I am aware that the use of the bicycle is subject to any applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters. I, Customer, decline a safety helmet: **All Customer/Rider Initials if Declining to Use Helmet:** _____

Release and Waiver Claims

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Customer does hereby remise, release, and forever discharge EVERGLADES of and from all, and all manner of, action, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Customer ever had, now has, or which Customer's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (including misuse, or abuse) of the bicycle; or in any way arising out of the relationship between Customer and EVERGLADES.

Indemnification

For good and valuable consideration, the receipt of sufficiency of which are hereby acknowledged, Customer hereby expressly agrees to indemnify and hold harmless EVERGLADES against all suits, actions claims, demands, or damages that arise out of Customer's use, misuse or abuse of the bicycle.

Terms and Conditions

1. Assumption of Risk: Customer, and rider if different from Customer, acknowledges that the activities for the bicycle is designed include inherent danger, including the risk of bodily injury and/or death. Customer assumes and accepts all risks associated with the use of the bicycle.
2. Acceptable Use: Customer agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Customer shall at all times observe and adhere to any rules and guidelines posted by ESG, and any applicable laws or regulations.
3. Prohibited Activities: Customer shall not violate any governmental rule or regulation applicable to bicycle rides during his/her operation of the bicycle.
4. Unsafe Use: if at any time ESG determines that Customer has engaged in an unsafe or hazardous use of the bicycle, ESG may immediately terminate the use of the bicycle. Upon notification of termination, Customer must return the bicycle to the designated area immediately. ESG shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous".
5. Condition of Bicycle upon Return: The Customer shall return the bicycle to the designed return area clean and in the same condition as it was in when given to Customer, excepting ordinary wear and tear. Customer shall be responsible for any damage caused to the bicycle during the usage period. Customer shall be billed by ESG for the full amount of damages caused by Customer during the usage period, including reasonable attorney's fees.
6. Late Return: If Customer returns the bicycle to the designated area more than 30 minutes after dusk, ESG may charge Customer an hourly fee of \$20/hour.

In consideration of being allowed to participate in use of a bicycle, I agree that I will not sue EVERGLADES and will release them from any and all liability if I or any member of my family is injured while using any of EVERGLADES's equipment or facilities or while being present at the facilities, even if I contend that such injuries are the result of negligence, including gross negligence, or any other improper conduct for which a release is not contrary to public policy, on the part of EVERGLADES. I further agree that I will indemnify and hold harmless EVERGLADES from any loss, liability, damage or cost of any kind that may occur as the result of any injury to myself, to any member of my family or to any person for whom I am signing this agreement, even if it is considered that any such injuries are the result on negligence, including gross negligence, or any other improper conduct for which a release is not contrary to public policy, on the part of EVERGLADES.

Customer/Rider has read and understand all of the terms, conditions and rules set forth above, and agrees to all terms without reservation. Customer agrees to pay replacement cost(s) of items rented if lost, damaged, stolen or not returned in the condition items were rented.

Replacement Cost: Bike \$250 Helmet \$25 Lock \$ 25

Customer/Rider

Signature

Date

List All Riders IF Different from Customer:
