

CONTRACT AND RELEASE

Please read this Contract and Release carefully. It limits your legal rights.

This Contract and Release is entered into on _____, 20____ by and between Bike Chicago Inc. d/b/a Bike and Roll Chicago, Bike and Roll Rentals & Tours, Bike Chicago Rentals & Tours, McDonalds Cycle Center (collectively "Bike Chicago"), the adults whose names and signatures appear below, and the minors whose names and whose guardians' signatures appear below on page 2 (together, said adults and minors are the "Participants").

IT IS HEREBY AGREED AS FOLLOWS:

SECTION I: WARNING

Participants acknowledge that: Bike Chicago recommends that all Participants wear a helmet and other safety gear and seek instruction from Bike Chicago staff in the safe operation of the Equipment. Helmets and safety gear are provided free to all Participants. Bike Chicago requires Participants under 18 years old to wear a helmet as well as all Segway Participants. Segway Participants must weigh between 100 and 250 pounds. Kids under the age of 12 and pregnant women are not allowed to ride a Segway. Before riding a Segway Participants must seek instruction and training on how to safely operate the Segway.

SECTION II: EQUIPMENT RENTAL

Bike Chicago hereby rents to Participants, and Participants hereby rent from Bike Chicago, the equipment described in the Open Receipt issued in connection herewith and incorporated herein by reference (the "Receipt"), for the period and the fees specified therein, subject to the terms of this Contract and Release. All rentals are for a two (2) hour minimum, and prorated for each additional fifteen (15) minute period or portion thereof. Daily rentals are due back the same day by closing time. No refunds on early returns! No returns!

Participants assume full responsibility for the bicycles, quads, In-line skates, Segways and any other equipment rented (collectively, the "Equipment") and agree to compensate Bike Chicago for damages caused to the Equipment, excluding normal wear and tear ("Damages"), and for theft, during the rental period and for such time thereafter until the Equipment is returned to Bike Chicago, according to the lost equipment price list displayed at the Bike Chicago rental counter.

The "Equipment Damage & Theft Waiver" cost \$3 per rental item per day and will automatically be added to your bill unless declined by Participants prior to the rental start time. The Waiver will cover one hundred percent (100%) of Equipment damages. In the event of theft the Participants will be charged the full retail value of the Equipment immediately and will be reimbursed within thirty days (30) of the theft date for the same retail value paid less \$100, provided that the Participants in question assists in the prompt filing of a police report. The Equipment Damage & Theft Waiver is not available for Segways.

I, the Participants understand and agree that I am responsible for any costs associated with unpaid rental/tour fees, damage and/or theft to the rental/tour Equipment. In such an event I authorize Bike Chicago to charge my credit card in an amount not to exceed \$4,995 per each Equipment unit.

SECTION III: RELEASE

In consideration of being permitted to rent and operate the Equipment and/or participate in a guided or self-guided tour, which are hereby acknowledged to be an inherently dangerous and risky activities, each adult Participant, on his own behalf, on behalf of all minors whose names appear below and with respect to whom said adult Participant is the legal guardian (the "Minors"), and on behalf of his/her spouse, and the legal representatives, heirs, and assigns, of him/herself and of the Minors (each of the foregoing is a "Releasor"), does hereby release, waive, and discharge all claims which may arise against Bike Chicago, the City of Chicago, the Chicago Park District, the Metropolitan Pier and Exposition Authority (MPEA), Park Concessions Management LLC, their officers, directors, managers, shareholders, members, owners, employees, and agents and the successors, assigns, and heirs of each of the foregoing, (each of the foregoing is a "Releasee") in connection with the use of the Equipment and/or participation in a tour (collectively, the "Released Claims"), and does hereby covenant not to sue the Releasees, for the Released Claims, whether arising out of the negligence of the Releasees or otherwise. Releasors agree to indemnify and hold harmless Releasees from any claim, liability, loss, damage, or cost, including attorneys' fees, which Releasees, or any of them, may incur directly or indirectly in connection with Releasors' participation in the Activity or Releasors' assertion of a Released Claim, including, without limitation, misrepresentations made in connection with the rental of the Equipment and/or participation in a tour and the execution of this Contract and Release, whether in an individual capacity, as guardian of a Minor, or otherwise. (Continue on Page 2)

(Continued from Page 1)

Releasors acknowledge and assume the risks of using the Equipment and/or participating in a tour, including the risk of serious bodily injury to self and others, death, and property damage, and assume full responsibility for these risks, whether due to the negligence of the Releasees, or otherwise.

The risks inherent to the use of the Equipment and/or activity include, without limitation, the hazards posed by slips, falls, collisions, and drowning, due to causes including equipment failure, rough or broken pavement, negligent or unlawful conduct of the Participant and/or other individuals, collisions with natural or man-made objects or other individuals, adverse weather conditions, proximity to water which may be unpatrolled by lifeguards, and encounters with animals.

Releasors agree that this Release is governed by, and intended to be as broad and inclusive as permitted by, the laws of the State of Illinois (without reference to the principles of conflicts of law thereof) and that should any term of this Release be held invalid by a court of competent jurisdiction, the remaining provisions shall remain effective.

SECTION IV: REPRESENTATIONS AND SIGNATURES

Each Participant freely and voluntarily assumes the risks of using the Equipment and/or participating in a tour. Each Participant acknowledges that he/she has executed this Contract and Release in order to use the Equipment and/or participate in a tour. For each Participant who is a minor, the adult Participant signing on his/her behalf represents and warrants to Bike Chicago that he/she is the legal guardian of that minor and possesses full legal authority to release and waive claims, and to covenant not to sue, on that minor's behalf. Each of the undersigned has read this Contract and Release in its entirety.

HELMETS – Each Participant or his/her legal guardian must mark his/her choice below:

YES: I will wear a safety helmet and/or other safety equipment. NO: I refuse to wear any type of safety helmet or other safety equipment, and accept full responsibility for this decision.

➡ Today's Date: _____ ➡ Mobile Phone #: _____

➡ I decline the Damage and Theft Waiver (\$3 per bike) _____ (only initial if you refuse waiver)

➡ All Equipment rentals, excluding Quadcycles, are two (2) hours minimum

➡ _____ ➡ helmet: yes ___ no ___ ➡ _____
name of participant # 1 signature of participant or legal guardian

➡ _____ ➡ helmet: yes ___ no ___ ➡ _____
name of participant #2 signature of participant or legal guardian

➡ _____ ➡ helmet: yes ___ no ___ ➡ _____
name of participant #3 signature of participant or legal guardian

➡ _____ ➡ helmet: yes ___ no ___ ➡ _____
name of participant #4 signature of participant or legal guardian

➡ _____ ➡ helmet: yes ___ no ___ ➡ _____
name of participant #5 signature of participant or legal guardian

➡ _____ ➡ helmet: yes ___ no ___ ➡ _____
name of participant #6 signature of participant or legal guardian

Do not write here, for office use:

Start Date/Time: _____ Return Date/Time: _____ # of Bikes _____

Rental Term: _____ Hours _____ Half Day _____ Days Total Amount Paid: \$ _____ Cash/CC

Bike/Segway Inv #'s: _____ Location: _____