



## Assumption of Risk Agreement, Release of Liability and Covenant Not To Sue

Please read this rental contract assumption of risk, release and covenant not to sue contract carefully. It limits your legal rights.

This Rental Contract, Assumption of Risk, Release and Covenant Not to Sue Contract (the "Agreement") is entered into by and between Wheelhouse Detroit, LLC ("Wheelhouse"), the adult(s) whose names and signatures appear below and the minor(s) whose name(s) appear below whose parent(s) or legal guardian(s) signature(s) appears below (individually and collectively, the "Participant"). Participant acknowledges that that Participant's execution of this Agreement is mandatory for their participation in a tour, organized ride or other activity sponsored, directly or indirectly, by Wheelhouse (the "Event"), even if Participant is not renting any Equipment (defined in Section II below) from Wheelhouse.

WHEELHOUSE AND PARTICIPANTS AGREE:

### SECTION I: WARNING (Applicable to both Equipment Rental and to Events)

Participant acknowledges that Bicycling can be a HAZARDOUS activity. There are many dangers and risks associated with bicycling including, but not limited to injury or even death resulting from collisions with pedestrians, animals, vehicles, other cyclists, and fixed or moving objects, dangers arising from surface hazards such as pot holes, man-made objects or poor road conditions, equipment failure, weather conditions, proximity to water, negligence of myself and/or others, and the stress from physical activity. Participant shall wear an ANSI, Snell, ASTM or CPSC-approved helmet, which Wheelhouse provides free of charge.

Participant who is renting Equipment shall seek instruction from Wheelhouse staff for the safe operation of the Equipment and represents that he/she knows how to operate and to use the Equipment.

Participant in the Event who is not renting Equipment from Wheelhouse represents that (1) he/she knows how to operate his/her bicycle, (2) is experienced with the bicycle and related equipment that he or she will ride in the Event, and (3) his/her bicycle and related equipment is in good repair and good working condition.

Participant represents that he/she (1) can ride a bicycle, (2) knows and understands all applicable laws, rules and regulations relating to bicycling and the activities undertaken in the Event, (3) has read the Rules of the Road and the Rules for the use of the RiverWalk, (4) agrees to comply with those rules and shall comply with all laws, and (5) is physically fit to undertake the activities required in the Event.

### SECTION II: EQUIPMENT RENTAL (Applicable to Equipment Rentals)

Participant will rent from Wheelhouse the bicycle(s) described below for the period and fees described below. 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.

Participant assumes full responsibility for the bicycles, helmets and any other equipment rented from Wheelhouse (collectively, the "Equipment") and agree to compensate Wheelhouse 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 Wheelhouse, according to the lost equipment price list displayed at the Wheelhouse rental counter.

Participant may purchase a "Damage Waiver" that covers one-hundred percent (100%) of Damages, and a "Damage and Theft Waiver" that covers one-hundred percent (100%) of Damages and fifty percent (50%) of the replacement cost of the Equipment in the event of theft. In case of theft, Participant will be charged the full retail value of the Equipment on the day of the theft, and will be reimbursed fifty percent (50%) of the retail value within thirty (30) days of that date, provided that Participants assist in the prompt filing of a police report. Participant must elect the "Damage Waiver" or the "Damage and Theft Waiver" prior to receiving the Equipment.

Participant understands and agrees that he/she is responsible for any costs associated with unpaid rental fees, damage and/or theft to the rental equipment. In such an event, each Participant authorizes Wheelhouse to charge his/her credit card in an amount not to exceed \$500 per each bicycle.

### SECTION III: ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE (Applicable to both Equipment Rental and to Events) IMPORTANT!! PLEASE READ CAREFULLY BEFORE SIGNING

I ("I" refers to each undersigned Participant), acknowledge that riding a bicycle, operating the Equipment and/or participation in the Event is an inherently dangerous and risky activity. In consideration for being permitted to rent and to operate the Equipment and/or to participate in the Event, I agree freely and expressly to assume and to accept any and all risks of injury or death to Participant, or property loss or damage, including injury, death, loss or damage, whether or not attributable to the negligence of Wheelhouse; Detroit Riverfront Conservancy; Detroit/Wayne County Port Authority; TRT Development Company – CCB; SMU, LLC; Bloomfield Farms – Talon Centre, LLC; C. Penfield Stroh, Frances R. Stroh and James L. Hughes, Successor Trustees for the Irrevocable Trust f/b/o the Stroh Family Fifth Generation u/a dated August 10, 1983; Stroh Companies, Inc., Stroh Properties, Inc., MG-LXV Associates Ltd. Partnership; City of Detroit; UAW-GM Center for Human Resources; BNP Paribas Leasing Corporation; General Motors Corporation; Quicken Loans; Hines Interests Limited Partnership; LMC Resources Capital Limited Partnership; RenCen Associates LLC; Riverfront Holdings, Inc.; Riverfront Holdings Phase II, Inc.; their respective sponsors, promoters or affiliated organizations, and their respective agents, directors, officers, volunteers and employees (the "Released Parties").

I also agree to release and forever discharge the Released Parties from any and all responsibility or liability for injuries or damages that result, either directly or otherwise, from my use of the Equipment by me or by the minor on whose behalf I am signing this Release. I agree not to make a claim against or sue the Released Parties for injuries or damages relating to the use of the Equipment. I further agree to indemnify and hold harmless the Released Parties for all damages and expenses incurred due to my use of the Equipment (or the use by the minor on whose behalf I am signing this Release), including, but not limited to, medical and legal or other expenses, and hold harmless all other participants, even if it is the negligent acts of any of the Released Parties or others that caused the injury or death, loss or damage. If I am signing this Agreement on behalf of a minor(s), I agree that I personally shall indemnify and hold harmless each of the Released Parties of and from any and all claims, whether relating the injury or death to the minor(s), or property loss or damage, including injury, death, loss or damage, whether or not attributable to the negligence of any of the Released Parties.

I am aware that this is a release of liability and a contract between myself and the Released Parties and I am signing it freely and of my own accord. I recognize and agree that it is binding upon myself, my heirs and assigns, and in the event that I am signing it on behalf of any minors, I have full legal authority to do so, and realize the binding effect on this contract on them, as well as on myself.

I, THE UNDERSIGNED (INCLUDING THE MINOR(S) FOR WHOM I AM SIGNING THIS RELEASE), HAVE CAREFULLY READ THIS ASSUMPTION OF RISK AGREEMENT, RELEASE OF LIABILITY AND COVENANT NOT TO SUE. I FULLY UNDERSTAND AND AGREE TO ITS CONTENTS.

Print Name : \_\_\_\_\_

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

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This page will be saved and filed with page 1 of this Waiver.

Print Name : \_\_\_\_\_

Signature (if 18 or older): \_\_\_\_\_ Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Print Name : \_\_\_\_\_

Signature (if 18 or older): \_\_\_\_\_ Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Print Name : \_\_\_\_\_

Signature (if 18 or older): \_\_\_\_\_ Date: \_\_\_\_\_

Name of Minor: \_\_\_\_\_ Age of Minor: \_\_\_\_\_

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