

Bike Liability Waiver & Damage Addendum

The following terms apply to the use of any complementary bicycles and related biking equipment provided at one of Ocean Reef's properties:

1. The person responsible for renting through Ocean Reef (who executes this Agreement via their electronic signature) (hereinafter "Operator") assumes complete liability for the care of and use of any complementary bicycles provided during their stay, and assumes full liability and responsibility for ensuring adherence to the rules and safety information provided herein.

2. Operator expressly acknowledges and agrees that operating a bicycle involves the risk of serious bodily injury or death, and/or property damage and hereby assumes such risk knowingly and voluntarily.

3. In consideration of being permitted to ride the bicycles provided, Operator does for themselves, their guests, their heirs, executors, administrators and assigns, hereby release and forever discharge Ocean Reef's owners, agents, employees and assigns, as well as the owners of the rental property and their assigns, from any and every claim, demand, action or right or action of whatever kind or nature, either in law or in equity, arising from or by reason of any bodily injury or personal injuries, known or unknown, death or property damage resulting, or to result, from any accident that may occur and any activities in the operation of the bicycles whether by negligence or otherwise that result in injury or damage.

4. Operator also hereby indemnifies and holds harmless Ocean Reef, its owners, agents, employees and assigns, as well as the Owners of the rental property and their assigns, from and against any claims or suits made or filed by anyone who rides the bicycles provided to Operator through this Agreement (including, but not limited to, reasonable attorneys' fees and costs of suit).

5. Rules of the road apply when bicycles are being ridden. Guests will obey all local, state and federal regulations regarding the operation of this equipment on public traffic ways, parking lots, and in public areas, including but not limited to:
 - A. A bicycle rider or passenger (including a child who is riding in a trailer or semitrailer attached to a bicycle) who is under 16 years of age **must wear a bicycle helmet** that is properly fitted and is fastened securely upon the passenger's head. Each property is outfitted with free helmets for the number of adult and children's bicycles provided. If you do not have enough

helmets upon your arrival, call 360 Blue's office and we will deliver additional helmets immediately.

B. Children under 4 years of age, or who weigh 40 pounds or less, must be in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

C. A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

D. Please always ride in the lane marked for bicycle use if one is available.

E. Because the bicycles provided are not equipped with the statutorily required lighting sufficient to allow riding in the dark, **no riding between sunset and sunrise is permitted.**

6. Parents and guardians are responsible for ensuring that minor children are in compliance with these safety guidelines.

7. Operator agrees to properly secure the bicycles at all times to avoid theft, damage or unauthorized use. This includes ensuring that all bikes are locked and properly secured when they are ridden to another location. Every bike should come with a lock. In the event you don't have sufficient locks to secure the bikes, please let us know immediately. **If a bike is lost during your stay, or stolen while bike is not secured with a lock, your credit card or checking account on file will be charged \$450.00.**

8. Operator agrees that the bicycles will only be left at his/her rental property overnight and not at any other locations.

With your electronic signature to this Agreement, you agree that you have read, understand, and agree to this Bike Liability Waiver and Damage Addendum. You are also stating that you, your family, your guests, or anyone that utilizes the bicycles from your reserved rental property has read, understands, and agrees to this Bike Liability Waiver and Damage Addendum and holds both Ocean Reef and the owner of the rental property you are staying in completely harmless and free of any and all liability that may arise from use of the bicycles as provided above.