

PoconoOutdoors.com LLC, Pocono Bike Rental, Extreme Adventure Travel; Rentals, Shuttles, Guide Services, Liability Waiver, Registration and Model Release Form

Name: _____ **Phone:** _____

Reservation Date: _____ **Rental Bike Type:** _____

Shuttle Time: _____ **Shuttle Location:** _____

I recognize that there is an element of risk all of our Outdoor Adventure Sports offerings. I'm also aware of the risks and dangers inherent in biking, rafting, kayaking, tubing, standup paddle boarding, and disc golf. In knowing of the inherent risks (such as, but not limited to, exposure, snake bites, equipment failure, hazards of the road, traffic, changing weather conditions, etc.) and rigors required of said activities, I certify and attest that I am fully capable of participating in the said activity. Therefore, I assure and take full responsibility for myself, for bodily injury, death and loss of personal property and expenses thereof. I have experience in riding a bicycle and possess at least the following prerequisites for participating in this activity: a.) I know how to ride a mountain bike with gears: b.) I am in good mental and physical health. c) I am able to read a map and/or follow directions.

I accept for use, as is, the equipment in great condition and good working order and accept full responsibility for care of equipment while in my possession. I will be responsible for the prompt replacement at full retail value of all rental equipment not returned or damaged, other than reasonable wear and tear. I agree to return the rental equipment by agreed date in clean and in good working condition to avoid additional charges. All instruction on the use of rental equipment has been made clear to me and I understand the function of the equipment. I release and hold harmless for whatever reason, including negligence, PoconoOutdoors.com LLC, Pocono Bike Rental and Extreme Adventure Travel, its managers, employees and agents from any action related to these risks and dangers. These terms shall serve as a release and assumption of risk for my heirs, all members of my family and for any minors that I am guardian for and/or accompany me.

This said acknowledgement shall further assign to PoconoOutdoors.com LLC, Pocono Bike Rental and Extreme Adventure Travel, all rights to use photographs and or videos of me taken relative to said Outdoor Adventure Tours including - but not limited to - use in or on brochures, catalogs, media advertisements, posters, videos and the like including all forms of social media and online mediums.

Failure to return daily rentals by the close of business the day of the event or agreed date for multiple day rentals will constitute additional retail daily rental fees per day it isn't returned and will be subject to criminal theft charges by not returning the item(s).

I HAVE READ THE ABOVE WAIVER AND RELEASE BY SIGNING IT AGREE IT IS MY INTENTION TO EXEMPT AND RELIEVE PoconoOutdoors.com LLC, Pocono Bike Rental and Extreme Adventure Travel, FROM LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE, OR WRONGFUL DEATH BY NEGLIGENCE OR ANY OTHER CAUSE, TO THE FULLEST EXTENT PERMITTED BY LAW.

Signed: X _____ **Date:** _____ **Any Minors Please List Below:**
PARTICIPANTS SIGNATURE and/or PARENT/GUARDIAN SIGNATURE

#1 _____

Printed: _____ **Age:** _____
PARTICIPANT - PARENT/GUARDIAN and AGE

#2 _____

ADDRESS/APT. _____
*Required

#3 _____

City State ZIP _____
*Required

#4 _____

E-MAIL ADDRESS _____
*Required

Rental Gear Customers - PLEASE READ: Take note of today's shuttle and or rental gear pick up times and return times that are also listed on our website. You can enjoy the most of our Outdoor Adventures that are unguided at your own pace, however you are responsible to meet the return shuttle or return the rentals at one of the posted times listed online. **Failure to meet at your designated time and/or the last posted shuttle or rental return times of the day will result in a minimum \$60.00 surcharge per half hour.** This is to cover the cost of an unscheduled vehicle shuttle fee and driver to pick you up, drop you off or pick up your rental gear. You will again be responsible to meet us at the designated pickup spot and be ready to leave immediately if necessary to secure a ride or maintain overall security.