

CONTRACT TERMS FOR PARTICIPATION IN A NORTH 48 BICYCLES RIDE

I understand that I must execute a RELEASE OF LIABILITY, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT, before being permitted to participate in a North 48 Bicycles ride.

In addition, I agree to the following contract terms:

1. I understand I may not rent a bicycle without participating in a guided tour.
2. I also understand that any fees paid to North 48 Bicycles Ltd. ("North 48 Bicycles") are non-refundable.
3. I may rent a bicycle for a maximum of two (2) additional days, in addition to participating in a guided tour.
4. I must reserve my bicycle rental, and make full payment, before the start of my North 48 Bicycles trip.
5. An inspection of the bicycle will be performed in my presence when the bicycle is handed over to me. I must note any damages, scratches etc. on the inspection form.
6. During my rental, I must not rent, sell or otherwise part with the bicycle.
7. I agree to not to misuse the bicycle, and to return it to North 48 Bicycles in the same condition as it was when I took possession of it (normal wear and tear excepted). I understand that during the rental period, North 48 Bicycles will make reasonable endeavours to replace or fix any malfunctioning components, unless the problem was created by my misuse of the bicycle. In the event of a major breakdown, caused by my misuse of the bicycle, I will be responsible for the cost of replacement parts, supplies and service to the bicycle, and North 48 Bicycles may not be able to provide a replacement frame or component. In the event of the bicycle being stolen or lost during my rental, I agree to pay North 48 Bicycles its original purchase price for the bicycle.
8. I understand that my picture, or likeness, in any format which is recorded during a guided tour (collectively "my image") may be used for all promotional purposes by North 48 Bicycles. I hereby grant to North 48 Bicycles Ltd. the irrevocable, perpetual and worldwide right to (i) use my image in promotional materials or for any other legitimate purpose, (ii) create composite or computer-manipulated materials from my image, (iii) use, reproduce, publish, exhibit, distribute, and transmit my image in any media, and (iv) assign the above rights to third parties. I waive the right to inspect or approve my image or materials that incorporate my image and I waive any claim in the nature of moral rights. I understand that I will receive no compensation in connection with the use of my image. I release North 48 Bicycles Ltd. from any liability, damages, or claims resulting from the use of my image, including claims for libel or invasion of privacy. I understand and agree that the terms of this paragraph are binding on my heirs, assigns, and legal representatives.

Signed this _____ day of _____, 20_____.

Please print name clearly _____

Signature of Participant _____