

BOCA HAWAII, LLC

330 COOKE STREET, HONOLULU, HAWAII 96813 (808-591-9839)

email: boca@bocahawaii.com

PLEASE PRINT

NAME		DATE OF BIRTH	
HOME ADDRESS			
CITY		STATE	ZIP
DRIVER LICENSE #	CREDIT CARD #	<input type="checkbox"/> Visa <input type="checkbox"/> MC	EXPIRATION DATE VIN #

LOCAL ADDRESS (IF OTHER THAN HOME)		
CITY	STATE	ZIP

WORK PHONE	HOME PHONE
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BIKE DESCRIPTION

DATE OUT	DATE RETURNED	DAYS RENTING	TOTAL \$	OFFICE USE: Mark if paid:
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AGREEMENT

Boca Hawaii, LLC ("Boca") makes no representations, covenants, or warranties, express or implied with respect to condition, quality, suitability, or fitness for any particular purpose of the property leased by this Agreement, except that Boca warrants that it will have title to each item of property on delivery to you. With respect to Boca's duty to you, it is expressly agreed that you agree to lease the property "AS IS." Boca shall not be liable for damages or losses caused by failure of the property to operate or faulty operation of the property. If any of the leased property becomes lost, stolen, destroyed or damaged beyond repair, you will be liable for the loss or damages, and you must pay the Boca any and all amounts necessary to repair or replace the leased property.

By signing this Agreement, you fully realize the dangers inherent in bicycle riding, the possibility of serious physical and/or mental trauma of injury associated with bicycle riding and assume any and all risks associated with such participation including any and all risks associated with acts of God. **By signing this Agreement, you hereby waive, release and discharge for yourself, your heirs, executors, administrators, legal representatives, assigns and successors in interest any and all rights, claims and damages which may be sustained by you directly or indirectly in connection with, or arising out of, the property leased pursuant to this Agreement.** By signing this Agreement, you acknowledge that you have read this Agreement, understand that it is contractually binding and agree to be bound by its terms and conditions.

SIGNATURE

DATE

***TURN OVER** - Please review and initial other side of form

*BIKE AGREEMENT CHECKLIST

Please initial on line after reading each statement:

- _____ 1. I have inspected the bicycle (and any other equipment received from Boca) and agree to return it in the same condition.
- _____ 2. I authorize Boca to charge to my credit card any expenses necessary to repair or replace any leased bicycle or equipment that is damaged, stolen or lost.
- _____ 3. I agree to ride under control at all times, obey traffic laws and regulations, maintain care and look out for my own safety or the safety of others under my cars and supervision.
- _____ 4. I agree that I am over the age of 18 and that I will not allow anyone under the age of 18 to possess or use the bicycle that I have rented from Boca.
- _____ 5. I understand:
 - A. A bicycle helmet is required when riding the rental bike.
 - B. That bike riding requires me to exercise personal skill and balance.
 - C. That pedestrian and motor vehicle hazards are present.
 - D. That sand, rocks, sidewalks, path cracks, pot holes, road conditions and other obstacles may exist and create hazards.
- _____ 6. **I have read this Rental Agreement and understand that it contains broad release and waiver of liability in favor of Boca.** I understand that these terms and provisions are intended to limit my right in the event I suffer personal injury, bodily injury, or property damage and I voluntarily agree to such terms and provisions as a condition of Boca leasing me a bicycle.
- _____ 7. I am physically able to ride a bicycle for extended periods of time and in tropical conditions.