

Music City Hostel

www.MusicCityHostel.com



1809 Patterson Street, Nashville, TN 37203

PHONE: (615) 692-1277 FAX: (615) 650-4504 SKYPE: MusicCityHostel

PARTICIPANT NAME:

First Name: _____ Last Name: _____ Country: _____

PARTICIPANT INFORMATION:

Home _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____ Email: _____

Business IM _____

Phone: _____ Skype: _____

RENTAL EQUIPMENT: Please check

Mountain Bike Rate: \$ _____

Bike Helmet Included

Bike Lock Included

RESERVED DATES:

IN: _____ Time: _____ OUT: _____ Time: _____

CONTRACT AND RELEASE

Please read this Contract and Release carefully. It limits your legal rights.

This Contract and Release is entered into on _____, 20____ by and between Hospitality House, LLC. d/b/a Music City Hostel (collectively "Music City Hostel"), the adults whose names and signatures appear below, and the minors whose names and whose guardians' signatures appear below (together, said adults and minors are the "Participants").

IT IS HEREBY AGREED AS FOLLOWS:

SECTION 1: WARNING

Participants acknowledge that:

Bike Helmets and safety gear are provided free to all Participants.

Music City Hostel recommends that all users wear a helmet and other safety gear and seek instruction from Music City Hostel staff in the safe operation of the rented equipment. Music City Hostel requires Participants under 18 years old to wear a helmet!

SECTION II: EQUIPMENT RENTAL

Music City Hostel hereby rents to Participants, and Participants hereby rent from Music City Hostel, the equipment described in the Open Receipt issued in connection herewith and incorporated herein by reference (the "Receipt"), for the period and the fees specified therein, subject to the terms of this Contract and Release. All rentals are for one (1) day minimum, and prorated for each additional one (1) hour period or portion thereof. Daily rental are due back the same day by closing time. No refunds on early return! No returns!

Participants assume full responsibility for the bicycles, canoes, kayak and any other equipment rented (collectively, the "Equipment") and agree to compensate Music City Hostel 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 Music City Hostel, according to the lost equipment price list displayed at the Music City Hostel office.

An "Equipment Damage & Theft Waiver" may be added to your rental upon request. The cost is \$2.50 per day per rental item. The waiver covers one-hundred percent (100%) of Equipment Damages, and fifty percent (50%) of the replacement cost of the Equipment in the event of theft. In case of theft, the Participants 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 days (30) of that date, provided that the Participants in question assist in the prompt filing of a police report.

I, the Participants understand and agree that I am responsible for any costs associated with unpaid rental fees, damage and/or theft to the rental equipment. In such an event I authorize Music City Hostel to charge my credit card in an amount not to exceed \$500 per each equipment unit. No refunds on early returns! No returns!

SECTION III: RELEASE

In consideration of being permitted to rent and operate the Equipment, the use of which is hereby acknowledged to be an inherently dangerous and risky activity, each adult Participant, on his own behalf, on behalf of all minors whose names appear below and with respect to whom said adult Participant is the legal guardian (the "Minors"), and on behalf of his/her spouse, and the legal representatives, heirs, and assigns, of him/herself and of the Minors (each of the foregoing is a "Releasor"), does hereby release, waive, and discharge all claims which may arise against Music City Hostel and their officers, directors, managers, shareholders, members, owners, employees, and agents and the successors, assigns, and heirs of each or the foregoing, (each of the foregoing is a "Releasee") in connection with the use of the Equipment (collectively, the "Released Claims"), and does hereby covenant not to sue the Releasees, for the Released Claims, whether arising out of the negligence of the Releasees or otherwise.

Releasors agree to indemnify and hold harmless Releasees from any claim, liability, loss, damage, or cost, including attorneys' fees, which Releasees, or any of them, may incur directly or indirectly in connection with Releasors' participation in the Activity or Releasors' assertion of a Released Claim, including, without limitation, misrepresentations made in connection with the rental of the Equipment and the execution of this Contract and Release, whether in an individual capacity, as guardian of a Minor, or otherwise.

Releasors acknowledge and assume the risks of using the Equipment, including the risk of serious bodily injury to self and others, death, and property damage, and assume full responsibility for these risks, whether due to the negligence of the Releasees, or otherwise, while using the Equipment.

The risks inherent to the use of the Equipment include, without limitation, the hazards posed by slips, falls, collisions, and drowning, due to causes including equipment failure, rough or broken pavement,

