



RENT MY BIKE AUSTRALIA

RENTAL AGREEMENT AND POLICIES

I hereby acknowledge and agree to the following rental agreement terms and conditions:

Bicycles are rented out clean and in proper working condition. Bikes are not required to be returned clean and if required to be cleaned during the rental period the customer should use a low-pressure water system or a bucket of water. DO NOT WASH BIKE(S) WITH A HIGH PRESSURE WATER SYSTEM!

Bicycle helmets are required to be worn at all times while riding bicycles rented from RENT MY BIKE AUSTRALIA. Australian Standards Approved Basic Helmets are included with your bike rental at no additional cost.

Bikes are maintained on a regular basis. It is the responsibility of the customer to check the bike BEFORE embarking on their ride.

Customer agrees to return the bike in a UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customers accepts use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under their possession. Damaged parts or components will be repaired/replaced at the shop's discretion and the customer agrees to pay regular shop rates and retail prices for components replaced. UNDAMAGED condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Hourly, Daily and Weekly rentals are due back at the assigned time. Late returns are subject to fees.

Customer agrees to provide Rent My Bike Australia and/or its Agents with credit card and driver's license details, for precautionary use only:

I authorise Rent My Bike Australia and/or its Agents to charge the credit card on file for me for all eventual costs in case of damages to the bicycle(s) during my rental period, comprehensive of labour, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing RENT MY BIKE AUSTRALIA for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

PRINT NAME

SIGNATURE

RENT MY BIKE AUSTRALIA ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk: I understand and accept that renting this bicycle and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver And Release: In consideration of RENT MY BIKE AUSTRALIA renting me/my child this bicycle, I specifically release and forever discharge RENT MY BIKE AUSTRALIA and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of RENT MY BIKE AUSTRALIA or its affiliates, officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release RENT MY BIKE AUSTRALIA and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of RENT MY BIKE AUSTRALIA or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognise that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against RENT MY BIKE AUSTRALIA or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

Please read, understand and initial the following:

_____ I realise the importance of wearing a helmet while riding. A helmet must be worn at all times.

_____ I understand that this activity may result in severe injury, including but not limited to spinal or head injury.

_____ I understand that this activity may result in hazards posed by other bicycles, terrain, outdoor conditions, traffic or road conditions.

continued over page

_____ I understand these bicycles may not have visibility enhancement equipment such as blinking lights.

_____ RENT MY BIKE AUSTRALIA and or its agents' staff have answered any questions I have had.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

WARNING UNDER THE AUSTRALIAN CONSUMER LAW AND FAIR TRADING ACT 2012

If you sign this form, you will be agreeing that your rights to sue the supplier under the Australian Consumer Law and Fair Trading Act 2012 are excluded, restricted or modified in the way set out in this form, if you are killed or injured because the services provided were not in accordance with the statutory guarantees outlined below.

Under the Australian Consumer Law (Victoria), several statutory guarantees apply to the supply of certain goods and services. These guarantees mean that the supplier named on this form is required to ensure that the recreational services it supplies to you-

- *are rendered with due care and skill; and*
- *are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and*
- *might reasonably be expected to achieve any result you have made known to the supplier.*

Under section 22 of the Australian Consumer Law and Fair Trading Act 2012, the exclusion of these statutory guarantees is brought to your attention by this form.

NOTE: The change to your rights, as set out in this form, does not apply if your death or injury is due to gross negligence on the supplier's part. Gross negligence, in relation to an act or omission, means doing the act or omitting to do an act with reckless disregard, with or without consciousness, for the consequences of the act or omission. See regulation 5 of the Australian Consumer Law and Fair Trading Regulations 2012 and section 22(3)(b) of the Australian Consumer Law and Fair Trading Act 2012.

DATE

PRINT NAME

SIGNATURE

ADDRESS

CITY / SUBURB

STATE/SUBURB & COUNTRY

POSTAL CODE

CONTACT NO.

EMERGENCY CONTACT NAME & PHONE

Age (if under 18) Parent or Guardians Signature _____

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing RENT MY BIKE AUSTRALIA from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS OF THE RENT MY BIKE AUSTRALIA - BICYCLE RENTAL AGREEMENT ABOVE.