



36A HANSON STREET
Corryong VIC 3707
PH: 0417 192 149
A.B.N 35 229 082 459

**BIKE & EQUIPMENT HIRE
AGREEMENT & WAIVER FORM**

Please **READ ALL** the following terms and conditions for Bike, Equipment Hire, and **READ** Waiver conditions carefully before signing this agreement.

Hirer's full Name: _____

Date of Birth: ____/____/____

Address: _____

Town: _____ State: _____ Postcode: _____

Phone No: _____ Mobile: _____

Driver's Licence: _____ Expiry Date: _____

Email: _____

Emergency Contact:

Name: _____

Phone No: _____ Mobile: _____

Rental Period: Date Hired: ____/____/____ Time: _____

Date Returned: ____/____/____ Time: _____

Checklist – Filled in by staff on return

Equipment Hired (*Tick hired item, Number hired item, circle returned items*):

E-BIKES Adults Ascent 29 _____ Urban+ Mens _____ Urban+ ST Ladies _____

MOUNTAIN BIKES Adults Cascade 4 L Green _____ Premier 5 M Grey _____ Cascade 4 S Black _____

Child Relic Blue 24 _____ Relic Orange 20 _____

Helmet -INCLUDED Repair kit Bike Pump Single Child Trailer Double Child Trailer

Hirer to check Bike/equipment prior to leaving - Signature _____ Date: ____/____/____

Checked by (staff name): Staff member initials: _____ (print)

Confirm customer fully understands the terms and conditions in the agreement. _____

Return checked by: _____ Date: ____/____/____

Equipment comments and/or customer feedback:

RENTAL TERMS AND CONDITIONS

- I accept full responsibility for all equipment hired by myself, partner, third party (or child if under the age of 18 years), and agree to pay for any equipment damage incurred during my hire period and agree to damage costs being withheld from rental bond to cover repair costs.
- I declare that all persons are able to, and capable of riding a bike of their own free will and ability.
- I will be mindful of and apply common sense to minimise and prevent any danger or risk occurring to myself, partner, third party (or child if under the age of 18 years), property and hired equipment.
- I will adhere to all local and government road safety rules, laws and guidelines whilst riding in both community and public areas.
- I agree to ensure that myself, partner, third party (or child if under the age of 18 years) all wear a helmet (legal requirement) at all times whilst riding a rental bike, and that equipment is used and applied in a safe manner.
- I take full responsibility for any and all equipment hired by myself, partner, third party (or child if under the age of 18 years), and apply suitable precautions against theft and/or damage by housing or securing safely all hired equipment.
- I agree to be responsible for myself, partner, third party (or child if under the age of 18 years) and will be held responsible for all risk taken by myself, partner, third party (or child if under the age of 18 years) during activities.
- I agree NOT to lend or loan either bike/s or equipment to a third-party during hire period.
- I agree to return all rental bike/s and related hired equipment in the same condition as was initially hired to me.
- Hobies Sports Store have the right to refuse to hire any bike or equipment to a person judged incapable of undertaking activities in a manner which does pose a hazard or safety issue to either themselves, property or third person/s.
- **Bikes are not to be transported on any vehicle at any time by the Hirer.**
- Any damage caused due to crash or neglect is the Customer's responsibility and will be charged for.
- You will notify Hobies Sports Store immediately of any loss, damage or theft to the hired cycles or equipment however caused. You will be responsible for paying Hobies Sports Store the reasonable costs of repair or replacement for any such loss, damage or theft.
- In consideration of our arranging and fulfilling your Hire in accordance with these terms and conditions you will pay Hobies Sports Store the total price for your period of Hire set out in the Hire Agreement Form in advance of the hire commencing.
- Late return of the Bike will be charged at twice the published daily hire rate for each day/ part day that the bike is returned late. The bike will be reported stolen to Police if not returned by the end of the Hire period and if no contact has been made within 2 hours.
- A Credit Card/Cash will be required as a bond at the commencement of any hire period, which may extend to the value of the cycle(s) as deemed sufficient by Hobies Sports Store depending on Hobies Sports Store assessment of the risk and the value of the equipment. If a deposit is taken it will be returned at the end of the hire period provided that;
 - Any cycles and/or equipment hired or used are returned in an undamaged condition to Hobies Sports Store
 - Any cycles and/ or equipment hired or used are returned within the arranged hire period at an arranged time and place to Hobies Sports Store
- If the terms set out above are not complied with, Hobies Sports Store reserve the right to charge reasonable charges until such time when cycles and/ or equipment concerned have been returned to Hobies Sports Store. In the case of cycles and/or equipment left or returned damaged, you are responsible for any costs incurred and sustained in replacing or repairing the items concerned to a condition equivalent to that prior to the Hire.

- A cleaning fee of \$25 will apply for bikes returned that are excessively dirty.
- In all cases normal wear and tear as defined by the products manufacturer or supplier is accepted and allowed and is included in any hire price
- In all cases, the security/ damage deposit can be used as a deposit against the costs or charges mentioned herein.

By signing and agreeing to the terms and conditions of this document, you are legally releasing, discharging and indemnifying Hobies Sports Store owners, employees and associates from any liability or claim upon the aforementioned for damage/s or losses incurred by myself, partner or third party (or child if under the age of 18 years) against Hobies Sports Store. This includes liability, mishap, accident and/or injury of a personal nature to myself, or property which occurred during the hire period.

I have of my own free will (voluntarily) and without any pressure and/or coercion **read, understand, and agree** to above terms and conditions of this Bike Hire Agreement and Waiver form.

_____ /_____/_____
 Hirer’s Signature /Guardian/s signature for child under 18 years Date

_____ /_____/_____
 Staff Signature Date

CREDIT CARD DETAILS

Full Name on Card _____

Credit Card number _____ Exp Date _____ CCV _____

Signature _____

CASH

HIRE CHARGE \$ _____ **DEPOSIT/BOND \$** _____

RECREATIONAL ACTIVITY RISK WARNING, ACKNOWLEDGEMENT, WAIVER AND RELEASE

TERMS AND CONDITIONS

Service Provider means Hobies Sports Store

1. I agree and acknowledge that I have read, understood and accept these terms and conditions.
2. Participation in bike riding programs and/or use of hire bikes and all associated equipment (the Recreational Activities) supplied by the Service Provider potentially involves significant risks including the risk of personal injury and death including but not limited to:

- (a) Broken and fractured bones
 - (b) Exacerbation of pre-existing medical conditions
 - (c) Complete and permanent paralysis
 - (d) Permanent catastrophic brain injury
 - (e) Permanent scarring and disfigurement
 - (f) Death
3. Before I participate in the Recreational Activities, I will ensure that I am aware of and properly understand all the risks involved and that those risks will include any particular risks associated with any health condition or pre-existing disability from which I may suffer. By participating in the Recreational Activities, I acknowledge, agree and represent that I understand all risks associated with participating in the Recreational Activities, both known and unknown. I further agree and warrant that if at any time I believe conditions to be unsafe or beyond my ability to participate in safely, I will immediately discontinue further participation in the activity.
4. I acknowledge, agree and understand that I engage or participate in the Recreational Activities voluntarily at my own risk in all respects in full knowledge of the risks generally and particular risks described in Clause 2 above.
5. If I am signing this document as a parent, guardian or responsible person on behalf of another person, I acknowledge and agree that I have explained to that person that the Recreational Activities may involve risks generally and the particular risks described in Clause 2 above.
6. I also acknowledge, agree and understand that the risk warning above constitutes a formal risk warning for the purposes of the relevant legislation.
7. The law permits me to agree that any statutory guarantees under the law do not apply to me (or a person for whom or on whose behalf I have signed this document) to engage in the Recreational Activities (the Services) insofar as they can be excluded.
8. I acknowledge, agree and understand that to the full extent permitted by law:
- (a) My rights (or the rights of the person for whom or on whose behalf I have signed this document) to sue the Service Provider, its servants, employees and agents (the Personnel) in relation to the Recreational Activities or Services were not provided to me in accordance with any express or implied warranty or guarantee that the Services will be provided with reasonable care and skill, are excluded, restricted or modified as set out below; and
 - (b) I (or the person for whom or on whose behalf I have signed this document) release the Service Provider and its Personnel from all liabilities for a failure to comply with any express or implied warranty or guarantee that the Services will be provided with reasonable care and skill.
9. (a) I am expressly prohibited to provide any hire equipment to a third party.
- (b) I acknowledge, agree and understand that if I do provide any equipment provided by the Service Provider to a third party that I take personal responsibility for any loss, injury or damage whatsoever the third party may suffer as a result of their use of goods provided to me by the Service Provider.

10. I agree to indemnify the Service Provider and its Personnel against all claims with regards to loss, injury, damage or harm in connection with my failure to comply with any and all instructions given by the Service Provider or its Personnel.
11. I acknowledge, agree and understand that there is a degree of risk involved with the use of alcohol, illicit drugs or other mind-altering medications. I agree that I will not participate in the Recreational Activities (nor permit any person in respect of whom or on whose behalf I am signing this document) if under the influence of alcohol, illicit drugs or other mind-altering medication and I agree to indemnify the Service Provider and its Personnel against all claims with regard to any loss or claim if I contravene the provisions of this Clause.
12. I acknowledge, agree and understand that I am responsible for the safe return to the Service Provider of all its equipment and I agree to reimburse the Service Provider in full for any damage to or loss of any equipment rented from or supplied by the Service Provider.
13. I acknowledge, agree and understand that many of the Recreational Activities are unsupervised and I agree to indemnify the Service Provider against all claims with regards to loss, injury, damage or harm sustained in connection to any unsupervised Recreational Activities.
14. I acknowledge, agree and understand that if I sustain any injury or the Service Provider believes medical assistance or first aid are required, the Service Provider will, at its sole discretion, organise this and I agree to pay all cost associated with this.
15. I acknowledge, agree and understand that the Service Provider may take photographs of me (or the person whom or on whose behalf I have signed this document) that will in many cases personally identify the participant and these photos may be used by the Service Provider for commercial purposes including but not limited to use on social media platforms, printed marketing materials and the Service Provider's website(s). I also acknowledge, agree and understand that no financial fee or any other consideration will ever be payable for the commercial use of these photos by the Service Provider. If I do not wish for these photos to be used for these purposes, I will notify the Service Provider prior to the provision of the Recreational Activities.
16. I acknowledge, agree and understand that, to the full extent permitted by law, the liability of the Service Provider in relation to the Recreational Activities and Services for any:
 - (a) Death;
 - (b) Physical or mental injury (including the aggravation, acceleration or recurrence of such an injury);
 - (c) The contraction, aggravation or acceleration of a disease;
 - (d) The coming into existence, the aggravation, acceleration or recurrence of any other condition, circumstance, occurrence or activity:
 - (i) That is, or may be, harmful or disadvantageous to me or the community;
 - (ii) That may result in harm or disadvantage to me or the community;
 - (iii) That may be suffered by me (or a person for whom or on whose behalf I am signing this document) resulting from the supply of Recreational Activitiesis excluded.

17. To the full extent permitted by law, I (or a person for whom or on whose behalf I am signing this document) agree to waive and/or release the Service Provider from any claim, right or cause of action which I or my heirs, successors, executors, administrators, agents and assigns might otherwise have against the Service Provider, its servants and agents, for or arising out of my death or physical or mental injury, loss or damage, or economic loss of any description whatsoever which I may suffer or sustain in the course of, or consequential upon, or incidental to, my participation in the Recreational Activities, whether caused by the negligence of the Service Provider, its servants or agents or otherwise.
18. I acknowledge, agree and understand that:
- (a) The Service Provider will permit me to participate in the Recreational Activities in part in consideration of me signing this document;
 - (b) The Service Provider may rely on this document in any proceedings commenced in any Court by me or by my heirs, executors and assigns;
 - (c) The laws of Victoria govern this document.
19. I do not have to agree to exclude, restrict or modify or waive my rights against or release the Service Provider, its servants and agents, from any claims by signing this document however the Service Provider may refuse to allow me to participate in the Recreational Activities if I do not agree to exclude, restrict, modify or waive my rights against or release the Service Provider, its servants and agents by signing this document. Even if I sign this document, I may still have further rights.
20. I agree that the waivers and releases contained in this document apply to each dealing I make with the Service Provider until such time as I withdraw or modify my consent in writing, or the Service Provider modifies these terms and conditions with my consent, by signing a new document. I will not be required to sign future waivers on the understanding that this waiver document shall apply to my future participation in the Recreational Activities.

Please enter your full name as it appears on your identification document

Full name:

Address:

Signed:

Date:
