

OAK BAY BIKES RENTAL/DEMO FORM

TERMS & CONDITIONS

Our aim is to provide great bicycles and service as expected from Oak Bay Bicycles. We are here to make your experience more enjoyable by offering high end rental and demo equipment; to achieve this at reasonable cost, our customers must treat the equipment responsibly.

WEAR & TEAR AND GENERAL USE

You, our customer, are paying for the rental of our equipment, NOT absolving yourself of the responsibility for damage to the bicycle or parts of it. All parts broken during the rental/demo period will be chargeable at our discretion. Punctures will be repaired at the customer's expense. Any damage caused due to crash or neglect is the customer's responsibility and will be charged for. It is in your interest to lock the bicycle securely when it is unattended, and do your best to keep it safe. Loss or theft of the bicycle is the customer's responsibility and will be charged for.

OAK BAY BICYCLES RENTAL ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

ASSUMPTION OF RISK

I understand and accept that renting the below listed equipment and participating in cycling exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe or spinal injury) and loss of or damage to property. I also understand I should be in good physical health to participate in bicycling. I choose to participate in bicycling in spite of these risks and hereby assume all risks of injury or loss of life to myself 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 equipment, I accept full responsibility for any and all such damage or injury which may result.

WAIVER AND RELEASE

In consideration of Oak Bay Bicycles renting me this bicycle, I specifically release and forever discharge Oak Bay Bicycles and its affiliates, officers, agents, and employees from any and all liability or claims of injury, illness, death or loss of or damage to property which I 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 Oak Bay Bicycles or its affiliates, officers, agents or employees. By signing the Waiver And Release Agreement I release Oak Bay Bicycles 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 Oak Bay Bicycles or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this bicycle and/or participating in cycling, I will have no right to make a claim or file a lawsuit against Oak Bay Bicycles or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage.

PERSONAL INFORMATION

Last Name, First Name: _____ Name of Parent/Guardian: _____

Address (Street,, City, Province, Postal Code): _____

Telephone: _____ Email: _____

RENTAL

Bicycle Make, Model, Size: _____ Accessories: _____

Rental Out: _____ Rental Return: _____

Damage Inspection []Yes []No | Notes _____ Staff Signature _____ POS Code _____

I AGREE TO THE TERMS OF THE OAK BAY BICYCLES RENTAL AGREEMENT ABOVE.

I HAVE CAREFULLY READ THE ABOVE 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.

DATE: _____ SIGNATURE _____ SIGNATURE GUARDIAN _____