

WAIVER

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By signing here you acknowledge and agree that you have read and understood and agree to be legally bound by this Waiver, the Booking Terms and Conditions, the Terms of Use for E-Bikes and the Health and Safety Policy.

You further acknowledge and agree that your weight and height are within the restrictions, and you will bring (a copy of) your DL/ passport and credit card at the time of the Ride.

You are at least 18 years of age and legally competent to agree to, and to sign and accept this document.

You agree that you will take the opportunity to ask any questions you may have about the Hire prior to departure, and the responsibilities and risks involved, and willingly and freely assume any and all risks associated with the Hire in general.

Riding a bike, and particularly one which has pedal assist and a throttle, involves some risks of injury that are inherent to the activity "inherent risks". The inherent risks include, but are not limited to,

- Over straining during exercise;
- Collisions with bikes, pedestrians, or other vehicles;
- Issues with the terrain, or
- Falls from the E-Bike.

These inherent risks could result in risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property.

I have read and understood the inherent risks to the activity.

I also understand I/my child should be in good physical health to participate in bicycling, and I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling.

I confirm that I/my child have no significant health issues that prevent me/my child from participating in 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 risks involved in using this rental the E-Bike and accept full responsibility for any and all such damage or injury which may result.

Release and indemnity

In consideration of permission to participate in the Ride, you on behalf of yourself, your spouse, your heirs, your parents or guardians, personal representatives, and assigns ["Releasing Parties"] release us from all Claims. You also agree to indemnify Bay Bikes Original from and against any all Loss and/or Damage arising out of or in connection with your participation in the Ride and any damage to third parties. The laws of VIC, Australia govern this Release and the parties subject to the jurisdiction of the courts of VIC and Australia.

I further understand that I am giving up substantial rights, including the right of both the participant and the parent or guardian to sue for damages in the event of death, injury or loss. I acknowledge that I am voluntarily signing this agreement and intend my signature to be a complete release of all liability.



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You agree that:

Only the person whose name is shown in the 'Customer' field on this Waiver will ride the equipment. Hereafter referred to as 'You'. You will not allow any other person to operate the equipment.

When operating the equipment, the appropriate safety helmet will be worn.

You will not leave the keys or any of the equipment unattended.

You will not drive on the beach or in any salt water. You will be charged for the damage. This type of damage is not a part of normal wear and tear.

You will not submerge the E-bike wheels hubs in water such as a river or deep puddle. You will be charged for the damage. This type of damage is not a part of normal wear and tear.

You will not drive through flood waters during or after severe weather events. You will be charged for the damage. This type of damage is not a part of normal wear and tear.

You will not jump the equipment and bring 1 or 2 wheels off the ground. You will be charged for the damage. This type of damage is not a part of normal wear and tear.

You will be responsible for any loss or damage to the Equipment irrespective of how the loss or damage occurred (normal wear and tear excepted).

You will adhere to Victorian law and will not drive under the influence of alcohol or drugs.

You will not use the equipment for any illegal purposes.

If there is a breakdown or failure of the Equipment, then the Participant must contact Bay Bikes Original immediately and return the Equipment to Bay Bikes Original and you must not attempt to repair the Equipment.

Bay Bikes Original may retake possession of the Equipment if the Participant breaches any provision of this Agreement, notwithstanding anything else contained in this Agreement. This may be done without notice for the safety of the equipment, the participant and the public.

The equipment will be returned to Bay Bikes Original on or by the date and time outlined in the booking confirmation.

Any breach of this agreement such as but not exclusive to unsafe driving or another person seen riding the equipment will be reported to the police. Bay Bikes Original takes no responsibility for driver miss-use.

The parent or guardian must ensure that the child is wearing a helmet and agrees that the child is competent to either ride, hold on securely if riding as a passenger on the saddle or is strapped in correctly to the baby seat provided.



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Definitions:

"Bay Bikes Original" means [ABN 12150521509] and includes all its owners, affiliates, employees, volunteers, independent contractors, equipment providers, and facility or venue owners.

"Participant" means the person or applicant using the hire product from Bay Bikes Original.

"Claims" means all claims, under the statute, tort, contract or negligence, any demand, award or costs.

"Loss and Damage" means any direct, indirect, incidental, punitive, special, or consequential loss or damages of any kind, including but not limited to, any loss of enjoyment, personal injury, death, or negligence to the extent permitted by law, trespass, property damage and legal costs.

"Ride" means the period where you ride or use one of our E-Bikes.

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-

1. are rendered with due care and skill; and
2. are reasonably fit for any purpose which you, either expressly or by implication, make known to the supplier; and
3. 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.

Full name:

Date of birth: / /

Is this for a minor? Yes / No

If yes, full name of minor:

Date of birth minor: / /

Email:

Signature:

Date signed: / /



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