

The Hirer agrees and acknowledges the following:

1. It has read and understood the terms and conditions of this Bicycle Hire Agreement (the "Agreement") and further agrees to be bound by it.
2. Has hired the use of the rental bicycle and any equipment associated with the bicycle (hereinafter referred to as the "Equipment") referred to in this Agreement.
3. To forgive and or release the Owner and or its employees, staff and workers from any liability or loss whatsoever resulting from use of the Equipment by the Hirer and or any third party associated with the Hirer and the use of the Equipment.
4. That riding the Equipment is an inherently dangerous activity. Risks include but are not limited to: DEATH; SERIOUS INJURY TO THE HIRER; DAMAGE TO THE EQUIPMENT AND OTHER BIKES, GEAR AND CLOTHING; AND DAMAGE TO AND/OR SERIOUS INJURY TO THIRD PARTIES AND THEIR PROPERTY.
5. It is fully responsible for all damage or loss whatsoever to the Equipment and agrees to pay for all costs, charges, fees and expenses whatsoever associated with Equipment being lost, stolen, or damaged whilst being under the use and control of the Hirer under this Agreement.
6. That it has inspected the Equipment and has satisfied itself as to its fitness for purpose that it has hired the Equipment for.
7. That it accepts full financial responsibility for the care of the Equipment whilst in the Hirer's possession, control and use; including but not limited to paint scratches.
8. That the Owner has provided all necessary instructions for the use, including safety instructions for and of the Equipment and the Hirer has fully understood such instructions.
9. It understands that wearing a helmet may decrease the risk of head injury.
10. The Owner has provided a helmet and or the Hirer has provided its own helmet and the Hirer agrees and undertakes to wear a helmet at all times while riding and accepts any and all consequences of not wearing a helmet.
11. That it is a legal requirement in the State of New South Wales that a bicycle rider must wear a helmet whilst riding a bicycle.
12. That it is physically and mentally able to ride a bike and is familiar with bike riding, its physical and mental requirements and the risks involved.
13. That it AGREES TO FULLY RELEASE AND DISCHARGE the Owner FROM ANY LIABILITY whatsoever for any damage, injuries or claims, including any injuries or damages to the Hirer or any third party or other person or to the Hirer's property or third party property, as a result of Hirer's use of the Equipment and /or bike riding.
14. That it EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF BIKE RIDING.
15. That by accepting this Hire Agreement that it must be over the age of 18 years and further acknowledges that the Hirer will ensure that any other person using and or riding the bike must also be over the age of 18 years or be supervised by an adult over the age of 18 years.
16. That it is acknowledged by the Hirer that he or she and any other person who uses or rides the hired bike is and understands the road rules and will not ride in a reckless or dangerous manner and will take all reasonable care.
17. That it will NOT ride the hired bike on the beach, mud or in water, should the Hirer do so will lead to the hired bike being damaged requiring it to be dismantled, thoroughly cleaned and re-assembled the costs of such will be borne by the Hirer.
18. Consents to and authorises the Owner to debit the Hirer's credit card to cover the cost of any breach by it of this Agreement.
19. That if this Hire Agreement is submitted online over the internet or the like it is hereby deemed that upon the Hirer submitting the request for hire it has agreed to the terms and conditions of the whole of this Agreement.
20. **Cancellation terms:** The hire may be canceled up to 7 days prior to the hire period with 10% administrative fee, 90% refundable. Within 7 days of the start of the hire, the full balance is not refundable if canceled.