

## Osoyoos Scooters – Rental agreement and policies

### 1116422 BC Ltd. (Dba Osoyoos Scooters)

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

Bicycles are rented out clean and in proper working condition and must be returned in the same manner.

Bikes are maintained on a daily basis. It is the responsibility of the client to check the bike BEFORE setting out on any ride.

Customer agrees to return the bike in clean, UNDAMAGED condition to avoid any additional charges for repair, maintenance or replacement. Customer accepts use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at Osoyoos Scooters discretion and the customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, steering wheel, seats, or any other parts from misuse and/or crashes. Note: All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed a 1 hour additional fee. Hourly and Daily rentals are due back 15 minutes before closing time. Late returns are subject to fees.

Customer agrees to provide Osoyoos Scooters with credit card details, for precautionary use only: I authorize Osoyoos Scooters 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 Osoyoos Scooters for the original price of the bicycle(s), plus the cost of any accessories (JBL speaker/cup holder/etc) that were provided at the time of the bike rental.

Signature \_\_\_\_\_

### Osoyoos Scooters ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

**Assumption of risk:** I understand 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 from bicycling. In spite of the aforementioned risks and acknowledgments, 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 bicycle equipment and accept full responsibility for any and all such damage or injury which may result.

**Waiver And Release:** In consideration of Osoyoos Scooters renting me/my child this bicycle, I specifically release and forever discharge Osoyoos Scooters and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of 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 Osoyoos Scooters or its affiliates, officers, agents, or employees.

It is my intent by the Waiver and Release Agreement to release Osoyoos Scooters 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 Osoyoos Scooters 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/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 Osoyoos Scooters 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.

\_\_\_\_\_ I realize the importance of wearing a helmet. A helmet should 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 and traffic or road conditions

\_\_\_\_\_ I understand there are few bicycle lanes in Osoyoos, British Columbia.

\_\_\_\_\_ Osoyoos Scooters staff have answered any questions I have had.

\_\_\_\_\_ I understand these bicycles may not have visibility enhancement equipment such as reflectors and or lights.

**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**

Date \_\_\_\_\_

Print Name \_\_\_\_\_ Signature \_\_\_\_\_

Address \_\_\_\_\_ City \_\_\_\_\_ Prov \_\_\_\_\_ PC \_\_\_\_\_

Telephone # \_\_\_\_\_ Age (if under 18) \_\_\_\_\_ Parent or guardians signature \_\_\_\_\_

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

**Return checklist:**

Bike # \_\_\_\_\_ Time out: \_\_\_\_\_ Time In: \_\_\_\_\_

Clean: Y/N      Damage: Y/N      Frame: \_\_\_\_\_ Rims: \_\_\_\_\_ Tires: \_\_\_\_\_

Other(explain): \_\_\_\_\_

Osoyoos Scooter Crew Signature: \_\_\_\_\_