

Kalavida Surf Shop Ltd. **BIKE** Rental Liability Waiver

****READ CAREFULLY****

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In consideration of Kalavida Surf Shop Ltd. providing services and/or equipment to enable me to participate in biking, I agree as follows:

1. Helmets are optional to rent and available but ARE REQUIRED ALWAYS TO BE WORN while riding a bike rented from **KALAVIDA SURF SHOP LTD.** If my child or I are seen riding the rental bike without a helmet, I will be required to immediately return the bike with no refund.
2. Bikes are maintained regularly. I am responsible for checking the bike(s) BEFORE setting out on any ride.
3. Bikes are rented out clean and in proper working condition. I will return the bike(s) in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance, or replacement. I accept the use of the equipment, AS IS, in good condition and accept full responsibility for care of the equipment while under my possession. I agree that: (1) damaged parts or components will be repaired/replaced at the shop's discretion, and I agree to pay the shop rates and retail prices for parts or components replaced (2) clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes (3) I will return the bike clean of mud and debris (4) hourly and daily rentals are due back 15 minutes before closing time (5) late returns are subject to fines, at Kalavida Surf Shop's discretion, at a rate of \$20 per 10 minutes past the return time and (6) no one else will use the rented equipment without first completing this Rental Liability Waiver.
4. I will provide Kalavida Surf Shop Ltd. with credit card details, and I authorize Kalavida Surf Shop Ltd. to charge this credit card for any and all eventual costs in case of damages to the bike(s) during my rental period, including labour. In case of theft, I will be responsible for reimbursing Kalavida Surf Shop Ltd. or the original price of the bicycle(s), plus the cost of any accessories provided at the time of the bike rental.
5. **Assumption of Risk:** I understand and accept that renting this bike and participating in biking exposes me/my child to many hazards, including but not limited to the possibility of (1) collision with vehicles, other cyclists, pedestrian urban or natural structure (2) falling due to loss of balance, slipping, uneven surfaces, poorly maintained roads or trails, or abrupt stops (3) equipment failure such as but not limited to malfunctioning brakes, tire punctures, gear failure, helmet or other safety equipment failure (4) environmental conditions including adverse weather or poor visibility (5) physical strain which could lead to overexertion, dehydration, heatstroke or other medical conditions (6) animal encounters from pets or wildlife crossing paths or chasing cyclists (7) navigation errors that may lead to getting lost and (8) such other risks, hazards and dangers that are integral to recreational activities and/or use of equipment. If I am renting an e-bike, I further acknowledge that there may be additional risks, including but not limited to risks associated with biking at higher speeds than I am used to, and the failure of electrical components which may cause injury or other losses. **I acknowledge these hazards and risks may entail unavoidable risk of death, personal injury (including but not limited to strains, fractures, pulling or tearing a ligament or muscle, partial and/or total paralysis severe spinal or head injury or other ailments that could cause severe disability) and loss of or property damage.** I understand that I/my child must be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health conditions that prevent me/my child from bicycling. I acknowledge and agree that there are additional risks associated with participating in cycling while under the influence of alcohol or drugs, and I will not use the bike while under the influence of alcohol or drugs. **Despite these risks and acknowledgements, I assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising from renting the bike(s) and participating in biking. I understand the inherent risk involved in using the rental biking equipment and accept full responsibility for any and all such damage or injury which may result to me or my child.**
6. **Waiver And Release:** In consideration of Kalavida Surf Shop Ltd. renting me/my child the bike(s), **I expressly release and forever discharge Kalavida Surf Shop Ltd. and its directors, officers, agents, representatives, volunteers, employees, contractors, sponsors, successors and assigns (the "Releasees") from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting the bike(s) and participating in biking.** This discharge specifically includes but is not limited to, liability or claims for injury, illness, death, or damage caused by the negligence, breach of contract, breach of warranty, or breach of any statutory or other duty of care of the Releasees. **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 the bike(s) or participating in biking, I will have no right to make a claim or file a lawsuit or other claim against the Releasees.**

I HAVE CAREFULLY READ THIS BIKE RENTAL LIABILITY WAIVER IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF MY/MY CHILD'S RISK, WAIVER AND RELEASE OF LIABILITY, AND I SIGN IT VOLUNTARILY.

****READ CAREFULLY ****

**** FILL OUT YOUR NAME AND CONTACT INFORMATION ****

Date: _____, 2024

Name: _____ Phone: _____

Address: _____ City: _____

Postal Code: _____ Email: _____

**** INITIAL THE FOLLOWING BOXES AND SIGN BELOW ****

- I have read all of this Bike Rental Liability Waiver and understand all of my rights.
- I will always wear a helmet while on the rented bike.
- I understand that while using the rented bike, I may be exposed to the hazards described in this waiver, and I accept the risks and terms set out in the *Assumption of Risk* section of this Waiver.
- I understand that I am waiving all liability against Kalavida Surf Shop Ltd. as set out in the *Waiver And Release* section of this Waiver.
- Kalavida Surf Shop Ltd. staff have answered my questions to my satisfaction.
- (*complete only if you are renting on behalf of your child*) I certify that I am the legal guardian of the child/children _____, date(s) of birth _____, and that they are between the ages of 16-18. I consent to them renting and using bike equipment. I have read the Waiver, understand its contents, and to the extent permitted by law, I agree to its terms on behalf of my child(ren).

Signature: