

HERITAGE BIKES – RENTALS AGREEMENT AND POLICIES

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

- Bicycles are rented out clean and in excellent working condition and must be returned in the same manner.
- Helmets are included in the rental and are required to be worn at all times while riding bicycles rented from Heritage Bikes. If a customer is seen riding the rental bicycles without a helmet, they will need to return the bikes immediately with no refund.
- Bikes are maintained on a daily basis. It is the responsibility of the client to check the bike at the store BEFORE setting out on any ride.

Customer agrees to return the bike in a 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/their possession. Damaged parts or components will be repaired/replaced at the shop's discretion and customer agrees to pay regular shop rate and retail prices for the parts and components replaced. Clean condition means normal wear and tear, but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or 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 and charged an additional 1-hour shop fee. All rentals are due back 15 minutes prior to closing time. Late returns are subject to fees.

Customer agrees to provide HERITAGE BIKES with credit card details, for precautionary use only:

I, _____, authorize HERITAGE BIKES to charge my credit card (below) to have on file 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 HERITAGE BIKES for the original price of the bicycle(s), shipping, plus the cost of any accessories that were provided at the time of the bike rental.

CREDIT CARD # _____ EXPIRATION: _____

SIGNATURE: _____

HERITAGE BIKES – ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk: I understand and accept 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 damaged of property. I also understand the I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no medical conditions, nor have been diagnosed with a condition that prevents me/him/her/they from 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 damage to property arising out of renting this bicycle and participating in bicycle. I understand

the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver and Release: In consideration of HERITAGE BIKES renting me/my child this bicycle, I specifically release and forever discharge HERITAGE BIKES and its affiliates, officers, agents and employees from any and all liability or claim of injury, illness, death or loss of or damage to 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 of injury, illness, death, or damage caused by any negligence of HERITAGE BIKES or its affiliates, officers, agents or employees. It is my intent by signing the Waiver and Release Agreement to release HERITAGE BIKES and hold it harmless from all liability for any such property loss or damage, bodily injury or loss of life, whether caused by the negligence of Heritage Bikes 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 myself/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 Heritage Bikes or its affiliates, officers, agents or employees, even if they or any of them negligently caused my/my child's injury, illness, death or damage.

- I realize the importance of wearing a helmet. A helmet must be worn at all times.
- I understand that this activity may result in 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 that there are no bicycle lanes in Perth ON.
- Heritage Bikes' staff have answered all my questions.
- I understand these bicycles may not have visibility enhancement equipment such as blinking 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 ALCOHOLS OR DRUGS. FURTHERMORE, I AGREE TO THE TERMS OF HERITAGE BIKES' BICYCLE RENTAL AGREEMENT AS STATED ABOVE.

DATE: _____ PRINT NAME: _____ PHONE # _____
ADDRESS: _____ CITY: _____ PROV: _____
POSTAL CODE: _____ EMAIL: _____

SIGNATURE: _____

NAME OF CHILD: _____ AGE: _____

BY SIGNING FOR A MINOR, I AM AGREEING THAT I AM THEIR PARENT OR LEGAL GUARDIAN AND AM RELEASING HERITAGE BIKES FROM ANY CLAIMS, LAWSUITS, RESPONSIBILITIES FOR THIS MINOR. EACH OF THE UNDERSIGNED HAS READ THIS AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OR LIABILITY.

PARENT/GUARDIAN SIGNATURE: _____