



**BIKE HIRE AGREEMENT**

**Half day Hire - \$20**      **Full Day Hire - \$30**      **2 Day Hire - \$50**

**NAME:** \_\_\_\_\_

**CONTACT #:** \_\_\_\_\_

**EMERGENCY CONTACT NAME:** \_\_\_\_\_

**EMERGENCY CONTACT #:** \_\_\_\_\_

**ADDRESS:** \_\_\_\_\_

**SITE/CHALET or Where are you staying in town?** \_\_\_\_\_

**If not our guest – how did you find out about us?**

**DATE**    /    /    \_\_\_\_\_

It is expressly understood and agreed between the lessee (**You**) and the Lessor being Point Samson Adventure Rentals (**Cove**) parties that:

1. The Lessee agrees to pay for all damage to the bicycle(s) and or equipment during the hire period and agrees to pay all repair or replacement cost,
2. The lessee agrees that they are fully responsible for all losses if the bicycles(s) and or equipment is/ are lost, stolen or destroyed. In the event of such occurrence's charges are set at the time by any staff or management of the *Cove*.
3. If applicable upon returning the hired equipment if staff or management of the *Cove* deem fit an additional cleaning fee of \$25 may be charged or an additional cleaning fee of \$100 is applicable if ridden on the beach or if there are signs of the bicycle(s) being ridden on the beach.
4. When leaving the bicycle unattended it must be secured with the lock provided through the frame of the bike to an immovable object.
5. All riders must wear an approved helmet which is provided by the lessor or their own approved helmet.
6. The lessee must inspect the bicycle and associated equipment prior to the completion of the rental agreement, the lessee confirms that the bicycle(s) is in a good roadworthy condition and has no damage or defects whatsoever.
7. Night cycling is not permitted as the bicycles are not fitted with lights.
8. Bikes not returned at the specified time will be charged an extra day rental charge

9. The lessee agrees that the bicycle(s) will not be ridden by anyone except for the people named in the form.
10. The lessee agrees that participant(s) will comply with all road rules at all times.
11. The lessee will notify the Cove immediately of any accident or damage.
12. The lessee acknowledges that renting a bicycle entails unknown risks that could result in injury or damage to participants, property or third parties and the lessee accepts that such risks cannot be eliminated without jeopardizing the essential qualities of the activities. The risks include among other things: accidents involving other vehicles or bicycles, collision with fixed or moveable objects, falls from the bicycle, the negligence of other operators of motor vehicles or the participant, weather conditions, the participants own physical conditions, the condition of roads, terrain or highways and accidents connected with their use, contact with animals or insects.
13. The lessee hereby releases and forever discharges and indemnifies and agrees to indemnify and hold harmless the Cove, their agents, owners, directors, officers, volunteers, participants and employees against any and all claims, demands and causes of action which are in any way connected with participation in this activity or use of the Cove equipment or facilities. Such release may be pleaded as a complete defence to any claim, demand or cause of action brought by the lessee, a participant or anyone claiming through the lessee against the Cove.
14. Any breach of this agreement by the lessee and or participant(s) gives the Cove the right to terminate this agreement and to immediately repossess the bicycle(s) and accessories.

### Road Rules

As a bicycle rider you are riding a 'legal' vehicle. You have the same rights and responsibilities as any other vehicle on the road. As such you are required to obey the road rules, including stopping at red lights or stop signs, giving way as indicated by signage and giving hand signals when changing direction.

Key Road rules that apply to cyclists include but are not limited to:

1. All cyclists are required by law to wear an approved helmet. The Police will fine cyclists who ride without an approved helmet
2. Cyclists can ride in bus, transit and bicycle lanes.
3. In Western Australia cyclists can ride on footpaths unless prohibited by a sign, but must keep left and give way to pedestrians.
4. Cyclists can ride 2 abreast, but must remain within 1.5m of each other

I (name) \_\_\_\_\_ have read and fully understand this hire agreement.

Date: \_\_\_\_/\_\_\_\_/\_\_\_\_

### STAFF SECTION

Bike # \_\_\_\_\_

Helmet Size: \_\_\_\_\_

Bike Lock # \_\_\_\_\_