

## BICYCLE RENTAL AGREEMENT

### 1. Terms and interpretation:

- (a) Waiver and Release: means the attached **Appendix 1** which the Customer(s) declare that have read and that fully understand the content, prior to its signing.
- (b) Description of Product: means any equipment rented from the Company to the Customer as per attached **Appendix 2**. The Customer understands and agrees that the equipment described in Description of Product remains the property of the Company solely, that no subleasing or use of the Bicycle(s) and Equipment are allowed and that the failure by the Customer(s) to return said Equipment to Company, within the time provided in this Agreement, constitutes breach of condition of contract and may constitute a crime and subject the Customer to criminal prosecution.
- (c) Deposit: means the amount of €..... that shall be paid in advance – along with the payment as per clause 2 below - by the Customer – by credit card or cash – and withheld by the Company to secure the return of the equipment in a condition acceptable under the terms of this Agreement.
- (d) Delivery of Equipment and return hours: mean the hours between 09:00 – 16:30 every day, except from public holidays or other days that the business of the Company shall remain closed. The returns must be made directly to the Company at the place that the Bicycle(s) and Equipment were initially delivered to the Customer(s) upon phone confirmation with the authorized by the Company person. If the Bicycle(s) and Equipment is not returned to the same place with the initial delivery, the Customer(s) will be obliged to pay the cost of returning the Bicycle(s) and the Equipment to the stated place.

### 2. Payment:

- (a) The Customer agrees to rent the bicycle(s) and equipment listed in Description of Product for the total amount of €....., which shall be paid in advance, prior to the delivery to the Customer(s) of the Bicycles and Equipment listed in Description of Product, for use, by credit card or cash.
- (b) The payment of the amount of stated in sub-clause 2(b) represents the rent of the bicycle(s) and equipment for ..... day(s). It is understood that, the bicycle(s) and equipment as per Description of Product shall be delivered to the Company on ....., at .....
- (c) For rents per day, in the event of delay of return of the bicycle(s) and equipment within the above mentioned period of time, the Company will impose penalty equal to the fee of the rent per day and the Customer(s) is obliged such amount specified by the Company.
- (d) In the event that the return delays with no information by the Customer(s)' part the Company will have the right to proceed with all necessary legal means against the Customer(s).
- (e) It is agreed between the parties that in case of prepayment:
  - (i) If the Customer(s) cancel the rent at least 48 hours prior to the arranged time of pick-up, the prepaid amount will be refunded.
  - (ii) If the Customer(s) cancel the rent less than 48 hours prior to the arranged time of pick-up or will not inform or will not be present on the arranged time for pick-up the prepaid amount will be not refunded.
  - (iii) Early returns do not entitle the Customer(s) to partial refund.

### 3. Personal Data

- (a) Prior to the delivery the Customer(s) shall be registered in the records of the Company by signing the present Agreement and its appendices, which constitute integral part of the present Agreement

- (b) Upon registration, the Customer(s) shall deliver to the Company proof of his/her/their Identity such as, Passport, ID or driver's license. The Company shall make a photocopy of such a document in order to keep it in its records for the purposes of the present Agreement.
- (c) The Customer(s) understands and consents that by the procedure of the registration, the Company collects personal data of the Customer(s). The personal data of the Customer's shall be stored secured in Company's system for the period of 3 months, and nobody other than its employees/associates shall have access to them, with exception of the relevant governmental authorities, as per the relevant legislation.

4. Declarations and warranties and obligations of the Customer(s)

- (a) The Customer(s) declare that they understand that the Company's obligations and liabilities are limited to the renting of the bicycle(s) and equipment listed in the Description of Product and that the Company cannot guarantee the safety of the Customer(s) during the activity of the bicycling, during the rented period.
- (b) The Customer(s) declare and warrant that he/she/they will return the Bicycle(s) and Equipment on the above specified day and time, in the same good condition as when received – to avoid ADDITIONAL CHARGE - ordinary wear and tear accepted. Ordinary wear and tear does not include flat tires, broken spokes, rims, bent rims, damaged frames, handlebars, seats, or other parts from misuse and/or crashes. In case of such damage and in case of theft, lose, damage or break, the Customer(s) are obliged to repair and replace any and all lost, stolen, damaged, or broken parts or to reimburse the Company – IN FULL - for any such damage. The Customer(s) declare that he/she/they will compensate the Company for any such damage to the Bicycle(s) or the Equipment regardless if the damage was made due to the fault of the Customer(s) or any third party during the rented period.
- (c) Prior to signing the Appendix 2, it is the responsibility of the Customer(s) to check the equipment at the shop BEFORE setting out on any ride, and to advise the staff of any perceived problems with the condition of the equipment prior to departing the shop with the equipment.
- (d) The Customer(s) realize the importance of wearing a helmet and any other item recommended by the Company and the Customer(s) hereby declare and warrant that he/she/they will wear a helmet at all times while riding the bicycle. If the Customer(s) decline to wear helmets, he/she/they have done so at their own will and their own peril.
- (e) The Customer(s) declare that they have knowledge of how to operate a bicycle's gears and brakes and adjust the seat and quick releases. The Customer(s) undertake to treat the Bicycle(s) and equipment with due care, to observe all regulations, traffic laws and regulations while riding. The Customer shall not use cellular telephones or cameras while riding.
- (f) The Customer(s) agree and understand that no other person may drive or otherwise operate the bicycle except the Customer(s) as stated in the Description of Product. Customer is prohibited from carrying any other passengers on the bicycle at any time. Customer(s) may not make any kind of modification to the Bicycle(s) or Equipment.
- (g) The Customer(s) declare that he/she/they will not ride the Bicycle(s) in a river, stream, lake or other body of water or on trails, paths, roads that are closed or at any path that may harm or damage the Bicycle(s) an Equipment.
- (h) The Customer(s) undertakes to keep the Bicycle(s) and equipment safe and compensate the Company for any damage made, loss or theft of the Bicycle(s) and Equipment. In such a case, the Customer(s) shall provide to the Company a compensation equal to the cost of the damage or in case of loss or theft the compensation shall be equal to the cost of the Product.
- (i) The Customer(s) declare that he/she/they understand that the Bicycle(s) does not have visibility enhancement equipment, such as reflectors, blinking lights, or other lights and the Customer(s) are prohibited of using the Bicycle(s) during night time.

- (j) In case of damage, accident or theft the Customer(s) shall immediately inform the Company and the relevant authorities if necessary (note: if not sure consult with the Company) and shall not leave the scene of accident or theft and shall explain the facts and situation to the Company and authorities (as applicable).
- (k) Upon return of the Bicycle(s) and Equipment the Customer(s) are obliged to sign the return inspection form.

5. Termination

In any event of breach of or non-compliance to the terms of this Agreement and its Appendices, by the Customer(s) part, the Company has the right to terminate the effect of the present Agreement and to regain the possession of the Bicycles and Equipment, immediately upon termination.

6. Governing Law and Jurisdiction

The law governing this Agreement shall be the law of the Republic of Cyprus and the Courts of the Republic of Cyprus shall have the sole jurisdiction.

All the terms and conditions contained herein are of the essence and breach of any of them by any contracting party shall render such party liable to the payment of legal damages to the innocent party, except where it is otherwise specifically provided in this Agreement.

The above contracting parties have placed their signatures below on the date specified above in the presence of the witnesses listed.

## APPENDIX 1

### **BICYCLE RENTAL ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT**

#### **ASSUMPTION OF RISK:**

I understand and accept that the Company has the responsibility to rent and provide me with the bicycle(s) and the equipment stated in Appendix 2. I understand and accept that the safe use of the bicycle(s) and equipment depends on my skill, responsibility and care.

I understand and accept that renting this bicycle(s) and participating in biking exposes me to many hazards and entails risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property – to myself or third parties -.

The risks include among other things, without limitation: falling; collision with vehicles; striking obstructions or other person; unsafe speed of travel for conditions; equipment failure; adverse weather conditions, moisture, including temperature exposure (hypothermia, sunstroke, sunburn, heat exhaustion and dehydration); changing weather conditions; difficulty or inability to control one's speed and direction; loss of balance; rapid or uncontrolled acceleration on hills and inclines; collision with exposed rock, snow, ice, earth, trees, or other natural or man-made objects; collision with pedestrians, vehicles or other cyclists; changes or variations in the cycling surface; failure to cycle safely or within one's own ability; and the negligence or willful misconduct of other cyclists. I understand that the stated risk are indicative and not exhaustive.

I understand that such risks cannot be eliminated by the Company or its officers, agents, employees, and affiliates.

I further certify that I have no medical or physical conditions which could interfere with my safety in this activity, or else I am willing to assume all liability, damages or costs that may be created, directly or indirectly, by any such condition. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.

I understand the inherent risk involved in using the bicycle(s) and equipment, and I accept full responsibility for any and all such damage or injury which may result to myself or third persons.

#### **WAIVER AND RELEASE:**

In consideration of *the Company* renting me this bicycle, I specifically release and forever discharge the Company namely, *C.D RECHARGED RENTALS AND TOURS LTD* and its officers, agents, employees, and affiliates from any and all liability, claims, demands, and causes of action of any nature whatsoever for injury, illness, death, or loss of or damage to property which I or any member of my family or any third person may suffer while renting this bicycle and participating in bicycling, and I hereby waive any rights to sue or assert such claims or causes of action against the Company namely, *C.D RECHARGED RENTALS AND TOURS LTD* and its officers, agents, employees, and affiliates.

I hereby agree to defend, protect, indemnify and hold harmless *C.D RECHARGED RENTALS AND TOURS LTD* and its officers, agents, employees, and affiliates, from all claims, actions, proceedings, costs, damages, and liabilities, including attorney's fees, arising out of, in any way connected with, or resulting from my participation in this activity and/or my use of the rented equipment, including without limitation the possession, use, operation, or return of the equipment, including any such claims which allege negligent acts or omissions on the part of *C.D RECHARGED RENTALS AND TOURS LTD* or its officers, agents, employees, and affiliates.

THERE ARE NO WARRANTIES, EXPRESS OR IMPLIED, CONCERNING THE EQUIPMENT RENTED PURSUANT TO THIS AGREEMENT.

**I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENTS AND SIGN IT VOLUNTARILY.**

I AM AWARE THAT BY SIGNING THIS AGREEMENT, I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, AND/OR REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

**Appendix 2**

Description of Rented Product Form

	PRODUCT	Amount
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		

Prior to the Delivery of the above mentioned Bicycle(s) and Equipment to the Customer(s), the Provider gave instructions of use of the products and the Customer(s) has proceeded with test drive and confirms that all features of the Bicycle(s) and Equipment operate efficiently.

A mini pump, a lock and a saddle bag including a spare tube, a multi tool and a set of tyre levers is provided with each bike rental. A charge of €10 is incurred if the tube is used or lost. Loss of pump or lock or bag or multi tool will incur charges of €15, €15, €15, and €10 respectively. Loss of lock or battery keys will incur charges of €5 each.