



BIKE RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

**BY SIGNING THIS RELEASE AGREEMENT, YOU WILL WAIVE OR GIVE
UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR
CLAIM COMPENSATION FOLLOWING AN ACCIDENT,
SO PLEASE READ CAREFULLY!**

THE GROVE BIKE CO. as operator (hereafter referred to as GBC) and the Corporation of the Town of Essex as lessor of the operator's premises and collectively their directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors and assigns (all of whom are hereinafter referred as "the Releasees")

DEFINITION In this Release Agreement, the term "biking" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees for the Renter and shall include, but is not limited to, biking; bike rental; orientation and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to biking or the rental of biking equipment.

RENTAL AGREEMENT I accept full responsibility for the bike equipment rented ("the Equipment") and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.

CANCELLATION POLICY: If your plans change prior to 48 hours before your scheduled arrival and you need to cancel, no problem! Your booking can be rescheduled free of charge, subject to availability, or we will issue you a refund of any amounts paid.

If your reservation is cancelled less than 48 hours before your scheduled arrival, the cancellation fee is \$50 PER BIKE.

Reservations made within 24 hours of your scheduled arrival are final and shall not be refunded at any time.

No-shows and non-cancelled rentals will be charged for the reservation in full.

This policy also applies in any event including illness, storm, travel cancellations, and any other acts of God.

****ALL CANCELLATIONS MUST BE RECEIVED BY GBC VIA EMAIL (hello@thegrovebikeco.com) OR PHONE (519-712-9087) AND RECEIPT MUST BE CONFIRMED BY GBC VIA RETURN EMAIL IN ORDER FOR IT TO BE VALID.**

CREDIT RESERVE AND PAYMENT BY CREDIT CARD ONLY: Renter understands that Renter must pay the full amount AT THE TIME OF BOOKING equal to the estimated total charge for the bicycle rental at the rates indicated on the website and/or confirmed over the phone with a GBC representative and/or via GBC Representative email. **GBC only accepts payment by valid credit card.** Renter authorizes GBC to charge Renter's credit card any amounts due from Renter as a result of the Bicycle Rental Agreement. Should an adjustment on the FINAL amounts due be required, this adjustment (refund or payment) will be done at the end of the rental period.

CHARGES FOR LOSS AND/OR DAMAGE TO THE BICYCLE. Renter understands that all charges are not final and are subject to audit of the returned bicycle. Renter specifically agrees and authorizes GBC to make any charges by credit card if there is damage beyond normal wear and tear.

BICYCLE RETURN: Renter agrees to return the Bicycle to GBC in the same condition as it was received, except for ordinary wear and tear, on the date and time and at the location specified by GBC. Renter understands that there may be additional rates or special charges if Renter returns the Bicycle at a later time, date, or location than was mutually agreed to.

PROHIBITED USE OF THE BICYCLE: Renter will not use or permit the Bicycle to be used for hire, to be operated in a test, race or contest, or to be ridden on any unpaved roads, in dirt or through water, or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the Bicycle to be used for an illegal purpose. A violation of this paragraph automatically terminates the rental and makes Renter liable to GBC for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

PROPERTY LEFT ON BICYCLE: GBC is not responsible for personal property left on the Bicycle. Renter agrees to indemnify GBC in this regard.

BIKING SAFETY: I acknowledge that I have been advised to wear an approved helmet. Wearing an approved helmet while biking may be mandatory under provincial law.

I AM AWARE THAT THE OPERATION OF A BICYCLE ON A PUBLIC ROADWAY IS SUBJECT TO ALL APPLICABLE MUNICIPAL AND PROVINCIAL HIGHWAY TRAFFIC REGULATIONS, AND THAT RIDING WHILE UNDER THE INFLUENCE OF ALCOHOL AND/OR A CONTROLLED SUBSTANCE IS STRICTLY PROHIBITED.

I understand that I may be charged under the *Highway Traffic Act*, the *Criminal Code of Canada* and/or other municipal, provincial and federal statutes, laws and/or regulations and can face fines, suspension of my driver's licence and/or imprisonment if I am found to be in breach of any of these laws.

I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment and that I have reviewed all of the orientation material provided by GBC.

ASSUMPTION OF RISKS: I am aware and understand that biking and the rental of biking equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, rabbits, racoons, deer, etc; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; negligence of other participants; and negligence on the part of the releasees, the manufacturers, the distributors and/or their staff, including the failure on the part of the releasees to safeguard or protect me from the risks, dangers and hazards biking as a result of my use of the equipment.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH BIKING AND THE RENTAL OF BIKING EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT. In consideration of the RELEASEES agreeing to rent me biking equipment and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may now, or in the future, against the RELEASEES, THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in biking or the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in biking or my use of the Equipment;
3. This Release Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This Release Agreement and any rights, duties and obligations as between the parties to this Release Agreement shall be governed by and interpreted solely in accordance with the laws of the province of Ontario and no other jurisdiction; and
5. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of Ontario and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in biking or my use of the Equipment, other than what is set forth in this Release Agreement.

I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

I CONFIRM THAT I AM AT LEAST 18 YRS OF AGE AND HOLD A VALID DRIVERS LICENCE.

NAME OF PARTICIPANT (print)

SIGNATURE OF PARTICIPANT

DATE:

TELEPHONE:

EMAIL: