

# Hub City Cycles Community Co-op

12 Lois Lane, Nanaimo, BC V9R 5B8  
(250) 591-2159

## Rental Agreement

Name		
Address		
City	Province/State	Postal Code
Referred By	Local Phone #	

I accept for use as is the equipment listed on this form and accept full responsibility for the care of the equipment while it is in my possession. I will be responsible for the prompt replacement at full retail value of all rental equipment not returned or damaged, other than reasonable wear and tear, which results from the use of this equipment.

I agree to return rental equipment by agreed date in clean condition to avoid additional charges.

I am familiar with the use of the equipment or I have asked for instructions on its use. I agree to check the equipment for completeness and agree to function test it before use.

I am aware that wearing an approved helmet is required whenever riding a bicycle and approved personal safety equipment appropriate for the activity is also recommended.

X \_\_\_\_\_

I prefer *accidental equipment damage* (\$5.00 fee/bicycle) \$50.00 deductible.

I decline *damage insurance*

**Out:**  
Bike: \_\_\_\_\_

Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Planned Return:**  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Actual Return:**  
Date: \_\_\_\_\_ Time: \_\_\_\_\_

**Charged:** \_\_\_\_\_

## RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

Please note that by signing this agreement, you give up the right to sue for any injury or damages howsoever caused.

TO: Hub City Cycles Community Co-op (the "Company") and its directors, officers, employees, representatives and agents (collectively called "the Agents").

I, \_\_\_\_\_ hereby sign this agreement on behalf of myself, my personal representatives, heirs and assigns.

1. I agree as a precondition to my participation in all events organized by "the Company" and/or "the Agents" including, but not limited to bicycling (collectively referred to as "the Activities") and in further consideration of "the Company" allowing me to do so, that I will be strictly bound by the terms of this Release of Liability, Waiver of Claims, Assumption of Risk and Indemnity Agreement ("the Agreement")

2. I acknowledge that "the Activities" involve **inherent risks and dangers that may cause injury and possible death to participants.**

3. I fully understand the risk and dangers associated with my participation in "the Activities" and **accept same entirely at my own risk.**

4. I hereby **waive any and all claims** which I may have against "the Company" and "the Agents" and release "the Company" and "the Agents" from **all liability** for injury, death, property damage or any other loss sustained by me as a result of my participation in "the Activities", due to an cause **whatsoever; including negligence, breach of contract, or breach of any statutory or other duty of care** by "the Company" and/or "the Agents".

5. I appreciate that the Agreement limits the liability of "the Agents" to the same extent as it limits the liability of "the Company", even though "the Agents" are not formal parties to "the Agreement".

**I AM 16 YEARS OF AGE OR OLDER, AND I HAVE READ AND UNDERSTAND "THE AGREEMENT". I UNDERSTAND THAT THIS DOCUMENT CONTAINS A PROMISE NOT TO SUE "THE COMPANY" AND/OR" THE AGENTS" AND THAT IT CONSTITUTES A RELEASE OF LIABILITY AND AN INDEMNITY FOR ALL CLAIMS. IF I AM THE PARENT AND/OR GUARDIAN OF THE PARTICIPANT I HAVE READ AND UNDERSTAND AND EXECUTE "THE AGREEMENT" ON BEHALF OF CHILD/WARD.**

\_\_\_\_\_  
SIGNATURE OF PARTICIPANT or PARENT/GUARDIAN

\_\_\_\_\_  
PRINT NAME

\_\_\_\_\_  
PRINT NAME OF CHILD/WARD

\_\_\_\_\_  
WITNESS

\_\_\_\_\_  
DATE