

Briary Bikes Waiver to be agreed and signed prior to rental.

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

E-Bicycles will be scrutinised and serviced by a qualified bicycle mechanic and will be rented in a serviceable working condition and must be returned in the same manner.

Should you notice a defect or are unsure of how to operate the bicycle safely please advise the customer service personnel who will be happy to help.

Helmets are included in the rental and customers over 18 must follow UK guidelines on wearing them. It is compulsory for under 18's to wear helmets during the rental period.

Padlocks are provided and must be used when leaving the bikes unattended for any period of time.

Customer agrees to return the bike in UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement.

Customer accepts full responsibility for care of the equipment while under his/her possession.

Damaged parts or components will be repaired/replaced at Briary Bikes discretion and the customer agrees to pay for components replaced.

Undamaged condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes.

Customer agrees to provide Briary Bikes with credit card details, for precautionary use only:

Customers agree that Briary Bikes are authorised to charge the credit card they have on file for costs in case of theft or loss, Customers will be responsible for reimbursing BRIARY BIKES for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental. (ie locks, helmets)

Assumption of Risk:

I understand and accept that renting this bicycle and participating in cycling 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 personal property. I also understand myself/my child should be in good physical health to participate in this activity, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in cycling. I/my child have no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from cycling. 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 or loss of personal property arising out of renting these bike/s. I understand the inherent risk involved in using this rental bicycle equipment and accept full responsibility for any and all such damage/injury which may result.

Waiver And Release:

In consideration of Briary Bikes renting me/my child this bicycle, I specifically release and forever discharge Briary Bikes and its affiliates and employees from any and all liability or claims for injury, illness, death or loss of or damage to personal property which I/my child may suffer while renting this bike and participating in this activity. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Briary Bikes. It is my intent by the Waiver And Release Agreement to release Briary Bikes and hold them harmless from all liability for any such property loss or damage, personal injury or loss of life based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognise that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this E bike or participating in activity, I will have no right to make a claim against Briary Bikes.

Accept the conditions

By agreeing to this hire I am declaring that I have a proficiency in riding a two wheeled bicycle.

I have been shown the use of brakes, how to correctly fit and wear a helmet and in the use of the electric assist mode of the E-Bike.

I realise the importance of wearing a helmet and would adhere to UK laws regarding the use of helmets.

I understand that this activity is hazardous and may result in serious permanent Injury.

I understand that this activity may result in hazards posed by other cyclists and traffic or road conditions.

I understand that it is my responsibility to keep myself/my child safe whilst renting these bikes and must follow the local cycling rules.

I understand these bicycles may not have visibility enhancement equipment such as lights and if I am keeping the bikes for 24 hours I cycle, at my own risk, in the dark.

I UNDERSTAND IF I AM UNDER THE INFLUENCE OF DRINK/DRUGS THE BIKE/S WILL BE TAKEN OFF ME AND I WILL STILL BE LIABLE TO PAY FOR THE FULL DAY RATE

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 ALCOHOL OR DRUGS.

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Briary Bikes from any claims for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS OF BRIARY BIKES AGREEMENT ABOVE.

SIGNED:

Dated:

*Please print this off and sign it and email it back with a copy of your photographic ID