



EDMONTON BICYCLE COMMUTERS' SOCIETY

<http://www.edmontonbikes.ca/>

Mailing Address

PO Box 1819, Station Main
Edmonton AB T5J 2P2
info@edmontonbikes.ca

Physical Address (BikeWorks)

10047 80 Ave (alley entrance)
Edmonton AB T6E 1T4
780-433-2453 (433-BIKE)

EBC Bike & Trailer Rental Agreement

Bike/Trailer # _____

ESSENTIAL BIKE/TRAILER RENTAL INFORMATION

I, (print name) _____ agree to borrow the above noted bike and/or trailer as is, and will be solely responsible for its safekeeping.

I understand that although helmets are not legally required for riders 18 years and older in the province of Alberta, EBC *strongly recommends* their use at all times while riding a bicycle.

I am a competent cyclist, familiar with the safe and legal operation of a bicycle, and I confirm that I will follow all applicable laws and bylaws and ride safely at all times.

I agree that if the above noted bike/trailer needs any kind of reasonable maintenance during the rental period, I should immediately notify EBC and bring it to BikeWorks for repair.

I recognize that the use of a bike bell, as well as lights after dark, is legally required by the City of Edmonton and that any bike with wheels over 20 inches are not permitted to ride on the sidewalk.

I understand that my bicycle may be less responsive or handle differently while pulling a trailer and that overloading the trailer may cause damage to my bicycle and the trailer. I will not use a rental trailer to carry people or other live cargo.

I understand that if the above noted bike/trailer is lost or stolen or returned more than 7 days after the agreed upon return date, my deposit may not be returned.

I understand that all rented bikes and/or trailers must be returned to BikeWorks during normal operating hours. I understand that BikeWorks is only open on certain days of the week and that missing my arranged return time may result in late fees which may be deducted from my deposit.

I agree that if I return the above noted bike/trailer with any damage over and above normal wear and tear (over and above five dollars of parts and/or 1 hour of labour), I will forfeit an amount of my deposit corresponding to the cost of the required parts on the above noted bike/trailer, up to the full amount of the deposit if necessary.

I agree that if the above noted bike/trailer is not returned on the date specified, my deposit will be reduced by the daily rental rate for that bike/trailer for each day the bike is overdue, up to the full amount of the deposit if necessary, and that failure to return the bike/trailer will result in forfeiture of the full amount of the deposit.

I agree that the bike and/or trailer I am renting is in full and complete order with no obvious deficiencies and that I have indicated any concerns about the bike/trailer's condition, including the presence and condition of accessories to a BikeWorks volunteer or staff.

DISCLAIMER CLAUSE

The Edmonton Bicycle Commuters' Society (hereafter EBC) and its officers, directors and employees are not responsible for any injury, loss or damage of any kind which I might sustain or cause while renting the above noted bike and/or trailer.

DESCRIPTION OF RISKS

I understand and accept that renting this bicycle and/or trailer and participating in bicycling exposes me to many hazards and may entail unavoidable risk of death, personal injury and loss of, or damage to property. I also understand that I should be in good physical health to participate in bicycling. I acknowledge that I am aware of the possible risks, dangers and hazards associated with my renting and using the above noted bike and/or trailer from EBC including the possible risk of severe or fatal injury to myself or others.



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RELEASE OF LIABILITY

I agree:

- 1) **TO ASSUME AND ACCEPT ALL RISKS** arising out of renting the above noted bike and/or trailer from EBC even though such risks may have been caused by the negligence of EBC;
- 2) **TO BE SOLELY RESPONSIBLE FOR ANY INJURY, LOSS OR DAMAGE** I might sustain while renting the above noted bike and/or trailer from EBC even though such injury, loss or damage may have been caused by the negligence of EBC;
- 3) **TO HOLD HARMLESS AND INDEMNIFY EBC** from any and all liability for any damage to the property of, or personal injury to, any third party, resulting from my renting the above noted bike and/or trailer from EBC;
- 4) **TO BE SOLELY RESPONSIBLE TO PROVIDE** my own medical/health care insurance coverage in the event of illness or accident while renting the above noted bike and/or trailer from EBC;
- 6) **TO INDEMNIFY AND HOLD HARMLESS EBC**, its' directors, officers and employees from any and all claims, demands, actions and costs which might arise out of renting the above noted bike and/or trailer from EBC, even though such claims, demands, actions and costs may have been caused by the negligence of EBC.

ACKNOWLEDGMENT

I understand that this is a legal agreement. It is binding on me as well as on my heirs, executors and representatives, in the event of my death or incapacity. I have read and understood all the terms of this agreement, and by signing this agreement voluntarily I am agreeing to abide by these terms.

Signed this _____ day of _____, 201____, at Edmonton, Alberta.

Renter's Signature

Printed Name

Parent / Guardian's Signature (if renter < 18)

Printed Name

Witness' Signature

Printed Name