



## Agreement for Bike Hire and Equipment Hire [Including Waiver of Liability]

Central Coast Mountain Bike Tours Pty Ltd ('CC MTB Tours') its employees, agents and affiliates are not liable for injuries sustained during participation in a Central Coast Mountain Bike Tour or other activities. CC MTB Tours provide no warranties express or implied, and the Bike and Equipment is accepted "as is". To ensure that the Bike and Equipment is used properly, and to ensure that Rider behaves responsibly, this agreement defines the Rider obligations made in exchange for Bike and Equipment hire from CC MTB Tours.

This signed agreement shall be binding between;

Full Name [Name of Legal Guardian for riders <18 years]: \_\_\_\_\_

Email: \_\_\_\_\_ Contact Phone: \_\_\_\_\_

Identification # \_\_\_\_\_ Identification Type: \_\_\_\_\_

(herein referred to as "I", or the "Rider", or the "Hirer") and Central Coast Mountain Bike Tours Pty Ltd- ABN 12 146 054 980 (herein referred to as "CC MTB Tours") to the fullest extent permitted under Australian law.

CC MTB Tours owns and makes available for hire various mountain bikes (herein referred to as "Bike") and biking equipment such as cycling helmets, gloves, hand pump, inner tubes, multi-tool and other gear (herein referred to as "Equipment").

The person to this agreement (listed above) is hiring the Bike and Equipment understanding and agreeing to this release of claims, waiver of liability and assumption of risk. In the event any section of the release is found to be unenforceable, the remaining terms shall be enforceable.

It is agreed that:

- A) **I am duly aware that mountain bike riding is a potentially dangerous activity.** I am aware that mountain biking is a recreational activity which may involve, in addition to usual and inherent risks, personal injury, obvious risk, danger to myself, the possibility of injury and harm and physical exertion for which I may not be prepared, remoteness to normal medical service, weather extremes subject to sudden and unexpected change and evacuation difficulties if I am disabled.
- B) I understand that HELMETS and EYE PROTECTION are necessary for each rider, but they do not eliminate all risk of injury in the event of an accident.
- C) I am the renter of all the Bike and Equipment. I will be responsible for damage to, or loss of, the Bike and Equipment. This Agreement is personal to me and shall not be assigned to any other person.
- D) The Bike and Equipment at all times remains the exclusive property of Central Coast Mountain Bike Tours Pty Ltd. I accept the Bike and Equipment for use "as is", and accept full responsibility for the care of the Bike and Equipment. I agree to: (i) compensate CC MTB Tours for its loss (up to the full reinstatement value of the equipment) if the equipment is not returned (whether due to loss, theft or any other reason) or if the equipment suffers abnormal damage during the period of rental, whether such damage occurred while it was in my possession or not; where the bike rented suffers damage from improper use (e.g. hire bike ridden on a technical downhill track, although not suitable), (ii) fully indemnify and keep indemnified CC MTB Tours, its employees and agents from and against all claims, losses, expenses or damages which arise in any way in connection with the rented equipment, including loss, damage or injury to any other person (or their death); and (iii) pay a daily rental rate for all goods and equipment which is not returned at the end of the agreed rental period.
- E) I will at all times comply with the instructions and safety procedures of CC MTB Tours, its employees or agents. I understand the importance of riding within my ability and will follow CC MTB Tours guidance and directions. I agree not to drink alcohol or use drugs before or during CC MTB Tours, activities or events.
- F) I agree to abide by the rules for nature protected areas, each riding trail, and to the Terms and Conditions instructed by CC MTB Tours.
- G) I declare that I do not have any fitness, medical or physical conditions that would affect my participation in the activity. (e.g. please advise instructor of asthma, previous broken bones, dislocated joints, diabetes, allergic reactions, wear contact lenses/hearing aids, any disabilities, etc.). I authorise CC MTB Tours to arrange medical or hospital treatment as necessary and I agree to pay for all associated costs.

**I HAVE READ THE TERMS AND CONDITIONS ON THIS AGREEMENT AND VOLUNTARILY AGREE TO THE SAME.**

**[Print] Rider/Hirer Name (or Legal Guardian):**

**Signature:**

**Date:**

