

Release and Acknowledgement of Risk

The Hirer agrees and acknowledges the following:

CONDITIONS OF HIRE:

All hirers will be required to sign the 'Accident Waiver and Release Agreement' form below, which indemnifies South West Boats & Bikes against damages caused or occasions by any accident the hirer and family members may experience, which causes damage or injury to themselves, or any involved third party.

Parents or Guardians must sign on behalf of persons under 10 years of age and must also accompany them on any bicycle riding. Bicycles are the responsibility of the hirer, and to assist you in the bicycle safe keeping, combination locks are supplied with all adult bikes and tandems. Cycles are to be treated with due care and not ridden up or down road kerbs or steps. When leaving out of sight, ensure you lock the bike(s) up securely. Any damage beyond normal "wear and tear" or the total loss of bicycle due to theft will be charged. In Australia we ride on the left-hand side of the street and/or bicycle ways and give way to pedestrians. Helmets are compulsory wear in Australia when riding in any public area; this includes parks and foreshore pathways. Not wearing a helmet is a traffic offence which incurs a \$70 on the spot fine.

ACCIDENT WAIVER AND RELEASE AGREEMENT

To participate in the recreational pastime of bicycle riding in and around Dunsborough, I/we hereby state and agree as follows - we voluntarily release, discharge, waive and relinquish any actions or causes of actions which may hereafter arise for me/us or my/our estate, and I/we agree that under no circumstances will I/we or my/our heirs, executors, administrators and assigns, prosecute any claim for personal injury, property damage or wrongful death against the business known as South West Boats & Bikes, its owner(s) or employed staff members. It we also indemnify South West Boats & Bikes, its owner(s) and employed staff against any claim by a third party in respect of any action or cause of action which may result from any personal injury, property damage or wrongful death resulting from my incident or accident in which I/ we are involved whilst in charge of a South West Boats & Bikes Hire bicycle. We/I will not post anything negative on google or social media without discussing it first with South West Boats & Bikes.

I/we state that we are experienced and competent to ride a bicycle, that I/we are physically fit, that I/we have not been advised otherwise by a qualified medical person, and that I/we have been made aware of the Cycling Rates, Regulations and Laws as they apply in Dunsborough. I/we also understand that I/we will be responsible for any loss or damage sustained to a bike in my keeping to a maximum of \$500 for Hybrid and \$600 for Mountain Bikes (Tandem-\$900), lost helmet \$40.

I hereby declare that I am of legal age and I am competent to sign this Waiver and Release Agreement on my own behalf and on behalf of any applicable children as listed above of whom I am/ we are a Parent(s) or Guardian(s)

Cancellation terms

1. All bookings require prepayment.
 - a. Full payment is required within 48 hours
 - b. 20% payment is required outside of 48 hours.
 - i. Alterations are not possible,
 - ii. EG. If you book four bikes and then only require 2 on the day you will need to pay for all four.
2. Hires will not proceed if South West Boats & Bikes decides in its absolute discretion, whether for safety reasons or any other reason, to cancel a Hire at any time.
3. Should a Hire not proceed then South West Boats & Bikes reserves the right to re-schedule the Hire at the Hirer’s convenience, issue a refund voucher to the Hirer in the case of purchases bought through a third party reselling Hires (“Reseller”), or reimburse the Hirer the price paid for a Hire, but otherwise the South West Boats & Bikes shall not be liable for any loss or damage (including travel expenses or any other out of pocket expenses) relating to the cancellation of a Hire.
4. Hires are not refundable, except in accordance with these Terms or as agreed in writing by South West Boats & Bikes. Refunds, where permitted, will only be made to the person who purchased a Hire from the South West Boats & Bikes.

Off seasons terms and conditions. (May through to November)

1. We are a small business, we have other business which need our attention during the off season. In order to meet your needs during the off season a min charge of \$80 applies to all bookings. This is to cover our wage costs and wear and tear on the bikes. Thank you for understanding.

Other Consideration

1. We charge \$20 on top of the hire fee for delivery.

We reserve the right to charge the following for breakages / damage

Breakages/Losses

SUP Paddle	\$65
Kayak Paddle	\$50
Hobie Sail	\$140
Hobie Mast	\$200
Bike Lock (lost)	\$40
Bike Helmet	\$50

We are unable to upgrade or change a hire. If equipment is taken for an hour and then the hirer which to extend to a day the full price will be payable for the new item.

Late fees apply for more than 15min over the due back time on all equipment.

These late fees will equal the same cost as the original hire.