



19 Valerie Street, Clive. HB. NZ.

Agreement for the hire of equipment from Hawkes Bay Cycle Tours

1. I agree that in this agreement, "the activity" means the hire of certain cycle equipment ("the equipment") from you for my unsupervised use. I am providing this release in exchange for you agreeing to me taking part in the activity.
2. I am aware that taking part in the activity involves certain inherent risks that are out of your control, including inclement weather, rough conditions, navigational difficulties, delays causing schedule changes, collisions, hypothermia, illness and accidents in isolated places and might:
 - (a) cause me or others injury or loss, including financial loss
 - (b) damage my, your or others property.
3. Despite these risks I wish to take part in the activity and accept sole responsibility for my own safety and for the above risks.
4. I understand that how I and others in my party undertake the activity will affect the risks and that you have no control over this. I will use the equipment in a safe and proper manner. I have inspected the equipment and find it to be in a good condition and fit for use.
5. I agree that any itineraries supplies by you are a guide only and you are not responsible for any claims that result from these itineraries.
6. I understand that you have the right to resell hires if I have not paid by the due date and that you have the right to refuse or continue any hire at any time.
7. I agree that no refunds will be provided once the hire period has commenced regardless of the circumstances.
8. I am physically fit, have had cycling experience and there is no health or other reason why I should not participate in the activity
9. I understand that New Zealand law requires the use of bicycle helmets and agree to wear my helmet at all times that I am using the bicycle.
10. I will not make any claim against you or any of your officers, employees or agents in respect of my taking part in the activity including for any injury or loss suffered by me or others or any damage to any of my or others' property, regardless of how the injury, loss or damage occurs.
11. I indemnify you against all claims, damages or losses (including costs) which you may incur as the direct or indirect result of my taking part in the activity, including costs of enforcing this release.
12. I agree to pay you a bond of \$NZ500 per bike in the form of a fully completed credit card docket, which we tear up after the return of the equipment in good condition.
13. I agree that the laws of New Zealand apply. I agree that this release is binding on my family, heirs, legal assigns, administrators and executors. I am 18 years of age or older and have fully read and understood this release before signing it.

Full Name.....Signaturedate .

Note: see attached ACC brochure