***WALKER EBIKE TOURS INC.*** ELECTRIC BIKE RENTAL AGREEMENT,

(hereinafter referred to as the “Agreement”)

BY SIGNING THIS DOCUMENT YOU AGREE TO ALL RENTAL TERMS WITHIN THIS AGREEMENT

**PLEASE READ CAREFULLY!**

**DEFINITION:** In this Agreement, the term "Electric biking” shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the **Walker Ebike Tours Inc.** and shall include, but is not limited to: electric biking; electric bike rental; orientational and instructional courses, seminars and sessions; travel, transport and accommodation; and other such activities, events and services in any way connected with or related to electric biking or the rental of electric biking equipment.

**ELECTRIC BIKING SAFETY:** I acknowledge that I have been advised to wear an approved helmet. Wearing an approved helmet while electric biking may be mandatory under provincial law. I am aware that electric biking is subject to all applicable municipal and provincial highway traffic regulations. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the Equipment. Customers who decline to rent and wear helmets have done so at their own will and their own risk. I will not drink alcohol while operating the electric bike. Should I be found to be drinking while operating, I accept full responsibilities for my actions.

**RENTAL AGREEMENT:** I accept full responsibility for the electric bike equipment rented (“the Equipment”) and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date. Customer agrees that he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair and replace any and all lost, stolen, damaged, or broken parts or to reimburse **Walker Ebike Tours Inc.** for said equipment. Therefore, regardless of the party at fault, Customer understands and agrees to be responsible for the damage to said equipment. Customer accepts use of the equipment AS IS, in good condition, and accepts full responsibility for care of the equipment while under his/her possession regardless of any manufacturer defects. Customer agrees to return the equipment in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Good condition means normal wear and tear is accepted, but does not include flat tires, broken spokes, rims, bent rims, damaged frames, handlebars, seats, or other parts from misuse and/or crashes. Damaged parts or components will be repaired and/or replaced at the shop’s discretion, and Customer agrees to pay regular shop rates and retail prices for components replaced. Bikes and other rental equipment are maintained on a daily basis. It is the responsibility of the Customer to check the equipment at the shop BEFORE setting out on any ride, and to advise the staff of any perceived problems with the condition of the equipment prior to departing the shop with the equipment.

**UNAUTHORIZED DRIVERS, PASSENGERS, AND TOWING PROHIBITED:** No other person may drive or otherwise operate the bicycle except the Customer. Customer is prohibited from carrying any passengers on the bicycle at any time. Customer may not add any kind of seat or modification to allow someone to ride on the rear fender, and no one may ride on the handlebars or crossbar at any time. Customer is prohibited from pulling or towing any passenger or object with the bicycle at any time.

**DEPOSIT:** To rent the equipment, we require a security deposit for damages or loss on all equipment rented, in the form of signed and imprinted credit card authorization plus the driver’s license, passport, or other government-issued photo ID of the Customer. Any deposit given by the Customer shall be applied to and guarantee the faithful performance of all the provisions of this Agreement and all repairs necessary to said equipment. If any action is brought to enforce any of the terms of conditions of this Agreement, or to recover any sums due to hereunder, Customer agrees to pay all attorneys’ fees, court costs, or other expenses of **Walker Ebike Tours Inc.**

**LATE RETURN FEE:** An additional 2 hour’s rental fee will be charged for each hour a customer keeps equipment after the return date & time specified on this contract. All equipment must be returned directly to **Walker Ebike Tours Inc.**

**TERMINATION OF AGREEMENT:** Customer agrees that **Walker Ebike Tours Inc.** has the right to terminate this agreement at any time and to re-take possession of said equipment, and for said purpose **Walker Ebike Tours Inc.** may enter upon the premises of the Customer without becoming liable for trespass.

**SUBLEASING PROHIBITED:** Customer understands and agrees that any subleasing or re-letting of rental equipment is prohibited and that any such sublease or re-letting shall immediately cause termination and cancellation of this Agreement.

**ASSUMPTION OF RISKS** I am aware that Electric biking and the rental of Electric biking equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, loss of balance; difficulty or inability to control one’s speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for electric biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTUERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ELECTRIC BIKING AS A RESULT OF MY USE OF THE EQUIPMENT.

**CUSTOMER LIABILITY:** Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to the rental equipment. It is the Customer’s responsibility to prevent the theft of the equipment and, if any of the equipment is stolen while in the Customer’s possession, Customer agrees to pay the replacement cost of same. Customer shall properly secure / lock all rental equipment in legal locations when not in the Customer’s possession.

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

|  |  |
| --- | --- |
| WITNESS: | SIGNATURE OF PARTICIPANT: |
| PLEASE PRINT NAME CLEARLY: | PLEASE PRINT NAME CLEARLY: |
|  | SIGNAUTRE OF GUARDIAN (if under 18yrs): |