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Darlovelo Cycle Hire Agreement

www.darlovelo.org

This agreement is made today, 2013

between **DARLOVELO** (the Leaser)
and(the Renter)

of.....

Telephone:

Email:

Darlovelo makes available to

the Bicycle

Serial number

Make & Model
with a D-Lock, pump, basket and key: 1 for the D-Lock .

To hire for the time

from

to

At a Cost

- one week £10 (£5)
- two weeks £16 (£8)
- four weeks £22 (£11)
- Summer season £96 (£48)
- (April - Sept)
- Winter season £56 (£28)
- One year £150 (£75)
- Deposit £25

About Darlovelo

With this contract you agree to become a member of Darlovelo. Darlovelo is a low-cost, non-commercial community project designed to encourage cycling. Our objects are:

- i. To encourage cycling as a means of **everyday transport**.
- ii. To promote a **cultural change** in the way that people view cycling so that it becomes a cultural norm for people to cycle to school, college, work, to the shops and for other local trips.
- iii. To help empower people, especially young people to travel independently, to promote cycling **and influence decision making with regard to provision for cycling**.
- iv. To **address social barriers to cycling**, particularly amongst girls and young women.
- v. To **run a self sustaining non-profit making cycle hire scheme** providing good quality cycles for hire at a rate of hire that makes them accessible to people on a low income.

Conditions of Hire

1. The hire fee only covers limited insurance and legal costs. So please **arrange for insurance of the bicycle against theft or damage**. This can typically be done at no extra cost to you via normal home contents insurance.
2. Before we can let you have a bike you need to sign the paperwork (which tells us that you accept that you cycle at your own risk, that we are both clear about the condition of the bike and how we will sort out any disagreements about the hire).
3. Please look after the bike and bits (locks, pump, basket, keys) carefully. Always lock your bicycle to something that cannot be moved (like a cycle stand or lamppost). Also ride it carefully- avoid potholes and riding up and down kerbs.
4. Please make sure you **pump up the tyres and check the brakes**. If you get a puncture it is your job to fix it, but you can always call on **our repair service: 07576 676 815 (Kranksbikes)**
5. Please be **prompt with the return of your bike or rebooking**. If you do not do this and keep the bike **we can ask you for an extra £2 (£1) for every day the hire fee is late**.

Darlington, Date: 2013

Signed by Hirer.....

Signed for Darlovelo (Member of Team)

.....

Member of Darlovelo Team acknowledges receipt of the sum of

..... by

Cheque Cash Paypal Direct Transaction being

£5 (£3) **Membership Fee,**

£25 **Deposit.** and £..... **Rental Fee**

Waiver of Liability, Release, Assumption of All Risks and Arbitration Agreement (The paperwork)

I, for myself and my representatives, assigns, executors, administrators, heirs and next of kin, in consideration of being permitted to participate in the Darvelo Bicycle Hire Scheme, agree as follows:

I agree (and understand that this includes anyone I ask to act for me, or who acts for me if I die) that in return for being allowed to hire one of your bikes

A). I understand the nature of cycling and I represent that I am in appropriate mental and physical condition to participate in cycling. I acknowledge that cycling will be conducted over public roads/cycle paths, where hazards are to be expected, and in a variety of weather conditions. I agree that if at any time I believe that road or weather conditions are unsafe, I will refrain from use of the hired bicycle.

B) I know that accidents can happen when riding a bike and that I will not ride if the weather or state of the roads are unsafe.

C). I agree that I will only participate in cycling if my bicycle is in a safe and well maintained condition. I acknowledge that I am solely responsible for the safety and condition of the bicycle during the period of hire, without regard to whether I have requested or accepted assistance from other members of Darvelo.

D) I will only ride if the bike is safe and properly adjusted. It is my job to make sure of this

E) I fully understand that
(a) cycling will involve numerous known and unknown risks and dangers of serious bodily injury including permanent disability, paralysis and death;
(b) there may be other risks and dangers, and other social and economic losses that are not known to me or readily foreseeable at this time; and
(c) these risks and dangers may be caused by my own actions and inactions; the actions and inactions of other road users; and the conditions in which cycling takes place **in Darlington**.

F) I accept and assume all such risks and dangers, and all responsibilities for losses, costs, expenses, damages or injuries of any kind which I may in the future suffer from cycling. I knowingly waive in advance any claim whatsoever I may in the future have arising from or related to these risks and dangers.

G). I accept that there are risks involved, some of which I may know about and some that I may not. Accidents that can happen and could lead to serious injury. I could even die. I know this and am prepared to take the risk. I know that Darvelo will not be liable for anything that might happen to me .

H). I hereby release and forever discharge Darvelo, its officers, trustees, members, volunteers, other participants and sponsors, (the "Releasees") and agree to hold the Releasees harmless, from all liabilities, claims, or damages of any kind that I may suffer arising from or related to my participation in cycling ("Released Claims"). I will indemnify, save and hold harmless each Releasee from any loss, liability, claims or damages of any kind, and legal fees and costs, arising from or related to any Released Claim that I or anyone on my behalf may make against any Releasee. I understand that my release and waiver is given in advance of any injuries I may suffer in the future, and shall be effective without regard to whether any such Released Claims are foreseeable this time. I intend this to be a complete, unconditional, general release, and advance waiver of all future liabilities of the Releasees to the greatest extent allowed by law.

By signing this paperwork I am clear that Darvelo and everyone connected with it are not responsible to pay any claim for any injury I might suffer in the future.

Darlington, Date:

Signed by Hirer.....
(If Hirer is under 18: Parent or Guardian)



will fight for better conditions on the roads of Darlington, so that clauses like for example E (c) become less important for cyclists.