

Hire Agreement

Between

BLUE SKY RIDES PTY LTD ACN 616 733 174

And

Name _____ (**RENTING PARTY**)

Address _____

The following is a warning, release of liability, assumption of risk and indemnity agreement between the renting party and **BLUE SKY RIDES PTY LTD (ACN 616 733 174) (BSR)**. Together with the Form 1 Recreation Services Waiver attached, these terms and the remaining terms of this form, constitute a Hire Agreement between BSR and the Renting Party.

1. The Renting Party understands that there are inherent risks associated with riding electric bicycles which may result in injury or death. BSR requires the Renting Party to execute a Form 1 Recreation Services Waiver to exclude liability for any personal injury suffered by the Renting Party or another person for whom or on whose behalf the Renting Party is acquiring services.
2. The Renting Party must comply with the general law and all reasonable directions and instructions given by BSR including without limitation any warnings or safety instructions for the use of hired equipment.
3. The Renting Party covenants and agrees that BSR and its officers, employees and agents are released from and indemnified against any claim, loss or damage arising from any services or equipment provided by BSR to the Renting Party.
4. The Renting Party agrees to indemnify BSR for lost or damaged bicycles or equipment and the Renting Party agrees that the replacement cost of each bicycle is \$1,500. It is the responsibility of the Renting Party to return all bicycles or equipment to BSR within 15 minutes of expiration of the period of the Hire Agreement. A \$10 fee is applied for each fifteen minute interval after the expiration of the period of the Hire Agreement.
5. When not in use by the Renting Party all bicycles must be secured and locked.
6. A minimum charge of \$30 is applied once a bicycle or any equipment is hired.
7. If a tyre puncture occurs during the hire period, the Renting Party must telephone the emergency contact for BSR and a technician will attend to effect repairs. BSR does not otherwise provide a rescue or recovery service.
8. Any damage to bicycles or equipment must be reported to BSR immediately.
9. Minors under the age of 18 years may only hire bicycles or equipment with the written approval of a parent or guardian.

10. BSR may refuse to hire bicycles or equipment for any reason.

Form 1—Recreational services—Exclusion, restriction or modification of rights under the *Australian Consumer Law* (SA)

Your rights:

Under sections 60 and 61 of the *Australian Consumer Law* (SA), if a person in trade or commerce supplies you with services (including recreational services¹), there is—

- a statutory guarantee that those services will be rendered with due care and skill; and
- a statutory guarantee that those services, and any product resulting from those services, will be reasonably fit for the purpose for which the services are being acquired (as long as that purpose is made known to the supplier); and
- a statutory guarantee that those services, and any product resulting from those services, will be of such a nature, and quality, state or condition, that they might reasonably be expected to achieve the result that the consumer wishes to achieve (as long as that wish is made known to the supplier or a person with whom negotiations have been conducted in relation to the acquisition of the services).

Excluding, restricting or modifying your rights:

Under section 42 of the *Fair Trading Act 1987* (SA), the supplier of recreational services is entitled to ask you to agree to exclude, restrict or modify his or her liability for any personal injury suffered by you or another person for whom or on whose behalf you are acquiring the services (a **third party consumer**).

If you sign this form, you will be agreeing to exclude, restrict or modify the supplier's liability with the result that compensation may not be payable if you or the third party consumer suffer personal injury.²

Important

You do not have to agree to exclude, restrict or modify your rights by signing this form.

The supplier may refuse to provide you with the services if you do not agree to exclude, restrict or modify your rights by signing this form.

Even if you sign this form, you may still have further legal rights against the supplier.

A child under the age of 18 cannot legally agree to exclude, restrict or modify his or her rights.

A parent or guardian of a child who acquires recreational services for the child cannot legally agree to exclude, restrict or modify the child's rights.

Agreement to exclude, restrict or modify your rights:

I agree that the liability of **BLUE SKY RIDES PTY LTD (ACN 616 733 174)** for any personal injury that may result from the supply of the recreational services that may be suffered by me (or a person for whom or on whose behalf I am acquiring the services) is excluded.

Name _____

Signature _____

Date _____

Signature of witness _____

Name of witness _____

Address of witness _____

Definitions

- 1 **Recreational services** are services that consist of participation in—
 - a sporting activity or similar leisure-time pursuit; or
 - any other activity that involves a significant degree of physical exertion or risk and is undertaken for the purposes of recreation, enjoyment or leisure.
- 2 **Personal injury** is bodily injury and includes mental and nervous shock and death.