



Transphere s.r.o.

Janáčkovo náměstí 9

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BIKE RENTAL RENTAL AGREEMENT AND POLICIES

I hereby acknowledge and agree to the following rental agreement terms and conditions

Bicycles are rented out clean and in proper working condition and must be returned in the same manner. The bikes are maintained on a daily basis. It is the responsibility of the client to check the bike at the store before setting out on any ride.

The client agrees to return the bike in clean, undamaged condition to avoid any additional charges for repair, maintenance or replacement. The client accepts use of the equipment as is, in good condition and accepts full responsibility for care of the equipment while under his/her possession.

Damaged parts or components will be repaired at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. All bikes should be returned clean of mud and debris. Any bike not returned clean will be assessed Czk 100.

Customer agrees to reimburse **Transphere s.r.o.** for the price of the bicycle(s) in case of theft, loss or complete damage, plus the cost of any accessories that were provided at the time of the bike rental.

(signature of client)

ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk

I understand and accept that renting this bicycle and participating in bicycling exposes me/my child to many hazards that may entail unavoidable risk of death, personal injury and loss of or damage to property. I also understand I/my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/my child have no medical conditions, nor have I/my child been

diagnosed with a condition that prevents me from bicycling. In spite of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any and all such damage or injury which may result.

Waiver And Release

In consideration of Transphere s.r.o. renting me/my child this bicycle, I specifically release and forever discharge Transphere s.r.o. and its affiliates, officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I/my child may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Transphere s.r.o. or its affiliates, officers, agents, or employees. It is my intent by the Waiver And Release Agreement to release Transphere s.r.o. and hold it harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Transphere s.r.o. or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me/my child while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against Transphere s.r.o. or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury/my child's injury, illness, death or damage.

- I understand that this activity may result in severe injury, including but not limited to spinal or head injury.
- I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions.
- I specifically release and discharge Transphere s.r.o. from any liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this bicycle and participating in cycling.
- I understand that not everywhere in Prague and the Czech Republic there are bicycle lanes and that I will have to use the given infrastructure and behave adequately, respecting the traffic rules.
- Transphere s.r.o. staff have answered any questions I have had.
- I understand these bicycles may not always have visibility enhancement equipment such as blinking lights.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRITY AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

Name and surname:

Date of birth:

Address:

Telephone Number / E-mail:

Bicycle rented:

Price of the bicycle:

Additional gear (locks etc):

Rental period:

Date:

Signature:

By signing for a minor, I am agreeing that I am their parent or legal guardian and am releasing Transphere s.r.o. from any claims, lawsuits or responsibilities for that minor. Each of the undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS OF THE Transphere s.r.o. - BICYCLE RENTAL AGREEMENT ABOVE.

Prague, 2017