

ALL TERRAIN CYLCES, and the MANUFACTURER of the HIRE BICYCLE relies on the information you have provided us with when providing you with a Bicycle for Hire. Cycling is a physical activity and consequently not without risk of injury, (which could include serious or fatal injury) to you or to other members of the public or damage to property. ALL TERRAIN CYLCES, and the MANUFACTURER of the HIRE BICYCLE have set terms which when riding a Bicycle you agree to comply with (or, in the case of a Responsible Adult, to procure compliance by your children) to reduce risk for you and others, however you acknowledge that risk still remain and that you should have appropriate insurance cover.

1. Equipment and Safety

- 1.1 At all times when riding a Bicycle you agree to wear or, in the case of a Responsible Adult, to ensure that your children wear the appropriate properly adjusted and fastened protective equipment including a cycle helmet.
- 1.2 In the event that you are a Responsible Adult, you agree that, in addition to your being bound by these terms, the children accompanying you are your responsibility and you agree to ensure that each of them is fully aware of and complies with the content of these terms (to the extent applicable).
- 1.3 When cycling you agree to keep to the areas designated by an Official from time to time.
- 1.4 You agree to promptly inform an Official if the Bicycle is causing you discomfort or of any other matter which might be expected to increase risks for you or others connected with your use of the Bicycle.
- 1.5 You agree to promptly inform ALL TERRAIN CYCLES or an Official of any accident or any complaint in connection with your use of the Bicycle.
- 1.6 You agree to promptly comply with any instructions issued to you by an Official.

2. Title and Termination of Use

- 2.1 You agree that the Bicycle provided by ALL TERRAIN CYCLES is ALL TERRAIN CYCLES ' property.
- 2.2 You agree to, and in the case of a Responsible Adult, you agree to procure that your children, promptly cease using the Bicycle if requested to do so by an Official and, in any case, to return the Bicycle to ALL TERRAIN CYCLES by the time stipulated in the same condition and repair as it was when provided to you or your children.

3. Payments and Indemnities

- 3.1 In consideration of the provision of the Bicycle to you or, in the case of a Responsible Adult, to any children you are responsible for, for use in accordance with these terms, you agree to accept full responsibility for all risks of injury or harm to persons or property arising out of or related to your Bicycle riding activities (or, in the case of a Responsible Adult, your children's Bicycle riding activities) and to indemnify and hold harmless ALL TERRAIN CYCLES and each of its Officials against all claims, actions, proceedings, liabilities, demands, costs, and expenses which may be made against or incurred by them or any one of them in connection with:
 - Any activities carried on by you or, in the case of a Responsible Adult, your children while visiting the event hosted by ALL TERRAIN CYLCES or while riding a Bicycle;
 - Your failure or, in the case of a Responsible Adult, your children's failure to comply with these terms; and

- Your, and in the case of a Responsible Adult, your children's failure to exercise such standard of care as could be reasonably expected.

3.2 For the avoidance of doubt, the indemnity contained in clause 3.1 extends to fully compensating ALL TERRAIN CYCLES for any physical damage done to the Bicycle or for the loss or theft of any Bicycle.

3.3 For the purpose of ensuring compliance with clauses 2.2, 3.1 and 3.2, you authorise ALL TERRAIN CYCLES to retain any property you have deposited with ALL TERRAIN CYCLES as security for your compliance with these terms.

4. Limitation of Liability of ALL TERRAIN CYCLES

4.1 Except in respect of personal injury (including death) due to negligence of ALL TERRAIN CYCLES for which no limit applies you accept (for yourself and on behalf of each of the children for whom you are responsible (if applicable) that, to the extent permitted by law:

4.1.1 the liability of for ALL TERRAIN CYCLES matter which is beyond its reasonable control is nil and, subject to rule 4.1.2, for any matter which is within its reasonable control is limited to the extent that ALL TERRAIN CYCLES has contributed to the loss or damage, the claim has been notified to ALL TERRAIN CYCLES by you in writing within 14 days of its occurrence and in any case to not more than £1,000,000.

4.1.2 ALL TERRAIN CYCLES are not liable in any way whatsoever for any consequential, special, indirect or incidental damage or loss that you or anyone that you are responsible for may suffer or incur.

5. General

5.1 These terms are governed by laws of England and Wales and shall be subject to the exclusive jurisdiction of the English courts.

5.2 If any clause or part of a clause in these terms is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and effect.

6. Definitions

6.1 "Bicycle" means the bicycle or bicycles made available by ALL TERRAIN CYCLES under these terms to you or, in the case of a Responsible Adult, to those children you are responsible for.

6.2 "Official" means any officer or employee of ALL TERRAIN CYCLES and "Officials" shall be construed accordingly.

6.3 "Responsible Adult" means any adult who signs these terms and thereby accepts responsibility for the children accompanying them and for compliance with these terms.

6.4 "You" and "your" includes, to the extent the context permits, any children accompanying you.

7. Safety and Equipment

7.1 A Cycling helmet must be worn at all times when riding a HIRE bicycle.

8. Liability for loss or damage

8.1 HIRE Bicycles are not covered by ALL TERRAIN CYCLES insurance once off the premises, you are responsible for the loss or damage of this Bicycle whilst in your possession.

Hire Bicycle/s and sizes.....

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Signed in agreement

Signature of rider

Name of Rider.....(Must be over 18 years old)

Address of Rider

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Postcode.....

Tel No.....

Email.....

Signed in agreement

Signature of rider

Name of Rider.....(Must be over 18 years old)

Address of Rider

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Postcode.....

Tel No.....

Email.....

Signed in agreement

Signature of rider

Name of Rider.....(Must be over 18 years old)

Address of Rider

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Postcode.....

Tel No.....

Email.....

Date / / 2014

ID left with member of staff of ALL TERRAIN CYLES.....

ATC Staff Member.....