

MELKBOS QUAD HIRE AGREEMENT FORM

Name: _____

NO: _____

Address: _____

Telephone: _____

E-mail: _____ Cell: _____

QUAD No's: _____ Date: _____

Hours Days Quantity Total R _____

QUAD BIKE HIRE CONDITIONS

- Only persons authorized by the Owner / Agent are permitted to rent / drive the Quad. No persons under the age of sixteen years.
- Maximum of one person per Quad.
- Quad Bikes NOT to be used for racing.
- Helmets MUST be worn when operating Quad Bikes.
- Closed shoes MUST be worn at all times.
- Quad Bikes NOT to be operated under the influence of drugs or alcohol.
- When Quad Bike stationery, parking brake to be used.
- Quad Bike to be returned immediately after hire session completed.
- Hirer responsible for any damages from time of hire to return of Quad Bike.

INDEMNITY AND WAIVER

- The hirer / user of the quad bike acknowledges quad biking has risks, hazards and dangers that cannot be eliminated. He / she understands these risks, hazards and dangers, including without limitation.
- The hirer / user of the quad bike waives all rights he may have to claim from the owner of the quad bike and the owner of the property on which the car is used for any loss, damage or harm he may suffer or sustain arising out of or connected with the use of the quad bike notwithstanding that such loss, damage or harm may have been caused by the negligence of the owner, or their respective servants, agents or employees, howsoever such loss, damage or harm is caused.
- The hirer / user hereby indemnifies the owner of the quad bike, their servants, agents or employees against all or any claims which may be made against them or any of them by a third party (including any dependants of the user) where such claim arises out of or in connection with the use of the quad bike, nothing excepted. The provisions of the indemnity are applicable whether the claim is made as a result of the negligence of the owner of the quad bike, or any of their servants, agents or employees.
- The hirer / user of the quad bike shall be responsible for all and any damage cause to the quad bike from the time of delivery thereof to the time of return thereof to the designated area and acceptance of the quad bike by a representative of the quad bike owner. The liability of the hirer / user for damage to the quad bike is absolute whether or not the damage to the quad bike was caused by negligence, vicarious or otherwise, of the hirer or not. The user accepts the quad bike to be in good order upon signature thereof.
- The hirer / user shall not permit anyone other than the hirer / user to operate the quad bike. Should the quad bike be damaged whilst anyone other than the hirer / user is operating the quad bike, the hirer / user shall nevertheless be liable for the cost of repairing any damages caused in accordance with the provisions of the above clause.
- The amount payable by the hirer / user for any damages caused to the quad bike shall be the amount reasonably assessed by the representatives of the owner and if the hirer / user disputes the reasonableness of such assessment, he shall nevertheless be obliged to pay the amount of such assessment, when the amount of the assessment is made known to him, subject to him receiving a refund of any excess and bearing responsibility for any shortfall.

I HAVE HEREBY READ AND UNDERSTOOD THE TERMS AND CONDITIONS ABOVE AND AM VOLUNTARILY PARTICIPATING IN CYCLING AND BICYCLE TOURING WITH FULL KNOWLEDGE OF THE INHERENT RISKS, HAZARDS AND DANGERS INVOLVED AND HEREBY ASSUME AND ACCEPT ANY AND ALL RISKS OF INJURY, PARALYSIS OR DEATH.

For myself, my heirs, successors, executors, I hereby KNOWINGLY AND INTENTIONALLY WAIVE AND RELEASE, INDEMNIFY AND HOLD HARMLESS, Melkbos Quad Hire cc, Melkbos 4x4, agents and employees, from and against any and all claims, actions causes of action demands liabilities, suites, damages, losses, costs, expenses (including reasonable attorney's fees) and NEGLIGENCE of Melkbos Quad Hire cc, it's members, officers, shareholders, agents or employees, or from some other cause.

I FURTHER AGREE NOT TO SUE Melkbos Quad Hire, ITS MEMBERS, OFFICERS, SHAREHOLDERS, OWNERS AGENTS OR EMPLOYEE AS A RESULT OF ANY INJURY PARALYSIS, OR DEATH THAT MAY OCCUR WHILE PARTICIPATING IN THEIR ACTIVITIES. I accept the equipment for use as is and accept full responsibility for its care while it is in my possession. I will be responsible for the replacement, at full retail value, of any equipment not returned in connection with quad biking, for any loss or damage of any kind, other than reasonable wear and tear, which results from the use of this equipment.

SIGNATURE: _____

DATE: _____