



Rental and Indemnity Agreement

I, (full name)
..... (identity or passport number)
..... (address in South Africa)
.....

acknowledge that I am a responsible adult and agree to rent an electrical bicycle/s(“eBike/s”) from Cape Lion e-Rides (Pty) Ltd(“Cape Lion”) entirely at my own risk. The risk passes to me once I take delivery of the eBike. I accept that I rent the eBike on the following further terms and conditions:

1. I unequivocally acknowledge the nature of the risk I assume which includes but is not limited to the dangers of drivers of motor vehicles, fixed and/or moving objects, road surface hazards, off road surfaces and equipment failure.
2. I understand that I am waiving substantial legal rights by signing this agreement.
3. I fully understand the inherent dangers associated with cycling and accept that cycling could result in serious physical injury and/or mental trauma and /or death for which Cape Lion cannot be held responsible.
4. I acknowledge that this agreement is unlimited as to amount or duration and is binding upon me, my heirs, executors, administrators, assigns or legal representatives.
5. I further agree to operate and use the eBike with due care having regard to the inherent dangers of cycling (see note below) and to obey all road traffic rules and the tour guide, where applicable.
6. I hereby confirm that I have no medical condition or a condition that may impair my ability to ride the eBike with care, do not and shall not use any substance which will endanger myself or others when cycling.
7. I agree that any loss of or damage to the eBike or any accessory thereto caused or arising during the period of rental will be for my sole account.
8. I indemnify Cape Lion, its Directors, shareholders, employees, agents and/or associated parties from and against all and any losses, damages, including any consequential, direct, indirect, special, incidental or punitive damages or loss or any other form of economic loss, loss of life, liability, costs which include legal fees, expenses, claims which include any settlements of claims before or after issue of proceedings, actions, proceedings, judgment sums, including sums arising from consent orders or judgments, fines and penalties as well as any third party damages, however arising out of, or in connection with the use of the eBike.
9. I acknowledge that the eBike was handed to me in good order and condition and that I fully understand how to operate it.
10. I accept that a deposit of R..... is due prior to me taking delivery of the eBike, which is fully refundable provided that the eBike is returned in the same condition it was

delivered and I hereby irrevocably authorize Cape Lion to allocate the deposit or a portion thereof, as the case may be, to restoring the eBike to its condition ante quo.

- 11. Cape Lion shall not be responsible for any damage or loss caused to me, any member of my family or to any other person or property arising out of my use of the eBike.
- 12. Cape Lion will remain at all times the owner of the eBike.
- 13. I consent in terms of Section 45 of Act 32 of 1944 or any amendment thereof or substitution therefore to Cape Lion taking any legal proceedings for enforcing any of its rights under this agreement for the recovery of moneys claimable under this agreement, cancellation thereof, damages or otherwise in the Magistrate's Court. This does not preclude Cape Lion from instituting any action or proceeding in any division of the High Court.
- 14. I choose the address
as my domicilium citandi et executandi (address for service of all legal process).

Note important safety information

- *Riders must be over the age of 14 years.*
- *At all times wear a safety helmet.*
- *Keep left and in single file*
- *Use bold hand signals*

Print rider name/s and signature

- 1. Sign
- 2. Sign.....
- 3. Sign.....
- 4. Sign.....

Date/s of hire:

Time From: **Date and Time Returned:**

eBike details/serial number:.....

Office Use

- Payment
- Copy ID / Passport
- Rental venue

E-Bike Issue record

Mark any defects with an X



E-Bike Return record

Defects	Notes
1.	
2.	
3.	
4.	
5.	
6.	

Checked by