

# Bike Rental Korea

## Deed of Acknowledgment, Waiver of Liability, and Voluntary Assumption of Risk ('DEED')

By using Bike Rental Korea's hire bikes, equipment, and services you accept and agree to Bike Rental Korea's Deed of Acknowledgment and Waiver of Liability, and Voluntary Assumption of Risk ('DEED').

At my request, Bike Rental Korea will permit me to hire a Bike Rental Korea-supplied bicycle and associated equipment.

When I rent a bicycle and associated equipment from Bike Rental Korea, I agree to be bound by the terms and conditions outlined in the Deed of Acknowledgment and Waiver of Liability, and Voluntary Assumption of Risk (the 'Deed').

I acknowledge that:

1. I am responsible for performing a safety check on the hired bicycle before riding it. The safety check includes, but is not limited to:

- i. Check brake pads are not worn or rubbing on wheel or tyre.
- ii. Check brake release is in the down position.
- iii. Check gears and brake levers are sound and functioning correctly.
- iv. Check the air pressure and condition of tires.
- v. Check wheels are sound.
- vi. Check wheel quick-release is locked.
- vii. Check chain and gear movement is sound.
- viii. Check seat and seat post are secure.
- ix. Check cables are not frayed.
- x. Check front and rear lights are on before riding.
- xi. Check helmet sound and fitted correctly

2. I am competent in safely riding the hired bicycle on Korea roads and in an urban environment.

I will operate the bicycle and equipment safely, only for its intended use, strictly in accordance with the road code and any other applicable laws and in accordance with any instructions whether advised by Bike Rental Korea or supplied with the bicycle or equipment.

3. I will wear all appropriate safety equipment at all times, including a bicycle helmet. I will not use cameras, portable music devices, phones, or pagers while riding my hire bike. I will use the supplied front and rear lights during my ride.

4. I take full responsibility for the maintenance and safe-keeping of the hire bike and equipment during my bike hire, including during the collection period proceeding and after my hire period.

I authorize Bike Rental Korea to charge my nominated credit card to recover costs associated with the loss, theft, or damage of hired equipment at current Korea-recommended retail prices.

5. I understand and acknowledge the dangers associated with the consumption of alcohol or any mind-altering substance before or during any cycling activity. I am not under the effect of alcohol or drugs. I am in good health and do not suffer from any cardiovascular, respiratory, musculoskeletal, or other medical conditions which may be affected by riding a bicycle.

6. I am over 18 years of age.

7. I am taller than 120cm and my body weight is under the maximum advised limit for the bike I have chosen to hire.

8. That this Deed serves as a warning that cycling is an inherently dangerous recreational activity, presenting a great number of risks, such as the risk of falling, colliding with other riders or vehicles, encountering hidden obstacles or varying terrain, or the risk of injury or death from any failure of the bicycle or any of its components.

9. By signing this Deed, I agree that I voluntarily and expressly assume all the risks associated with the hire and use of the bicycle and associated equipment and services supplied by Bike Rental Korea, including the risk of serious injury or death.

10. I acknowledge that there are potential risks associated with using the rented equipment and that I will take responsibility for any injuries that may arise from using it.

I agree to hold harmless and indemnify Bike Rental Korea, its employees, affiliates, and agents from any claims or damages arising from personal injury, loss, or damage to myself, any persons named in these terms and conditions, or any third party.

**Date:** \_\_\_\_\_ **Sign:** \_\_\_\_\_