



BIKE HIRE & EVENTS WAIVER

I acknowledge that I have read this Waiver and in doing so release the organizer of all liability. I fully understand and have read the terms and conditions attached. I have given up substantial rights by agreeing to it. I accept this document freely and voluntarily without any inducement made to me and intend my signature to be complete and unconditional release of all liability to the greatest extent allowed under New Zealand law.

Single Rider / Pair / Guardian/s (18+)

Full Name/s: _____

Minors Names (Under 18 / 3 minors per Guardian max):

1. _____ AGE: _____ 4. _____ AGE: _____

2. _____ AGE: _____ 5. _____ AGE: _____

3. _____ AGE: _____ 6. _____ AGE: _____

Parent / Guardian (18+)

By signing for a minor, I/We agree that I am their parent or legal authorized care giver and/or guardian and am releasing the organizers and River Riders Ltd from any claims, lawsuits, liabilities or responsibilities for the minor/s named herein above.

Signed: _____

Date: ____ / ____ / ____

Terms & Conditions

1. Acknowledge that cycling can be an inherently dangerous activity. I recognize that there are risks and hazards specifically associated with this activity, including the risk of serious injury and/or death and/or property damage.

2. Agree to comply with all rules (including road rules as applicable), regulations, and all lawful instructions and directions of Kiwi Style Bike Tours, its directors, officers, employees, contractors, and volunteers (the Organizer(s) during the Tour. If I fail to comply with the rules, regulations, and instructions and/or directions of the Organizer, I will not be permitted to continue to participate either fully or partially at the Organizers discretion.

3. I understand and acknowledge the dangers associated with the consumption of alcohol, prescription medicine and/or any narcotic substance before or during any activity on the Tour. I accept full responsibility for injury, loss or damage arising from consumption of alcohol, prescription medicine and/or any narcotic substance.

4. Acknowledge that if I suffer any injury or illness, I agree that the Organizer may provide evacuation, first aid and/or medical treatment at my expense and my acceptance of these terms and conditions constitutes my consent to such evacuation, first aid and/or medical treatment.

5. Acknowledge that injuries received may be compounded or increased by negligent rescue attempts, operations or procedures of the releases and agree that this Waiver and Release extends to all acts of negligence by the Organizer, including negligent rescue operations and is intended to be as broad an inclusive as permitted by the laws of the Province or State in which the activities are conducted.

6. Acknowledge that I have sole responsibility for my personal possessions and/or sporting equipment during the Tour. I acknowledge that if the Organizer performs any repairs or work on my bicycle or other equipment the Organizer does not warrant that work nor offer any guarantee of any kind in respect of that work.

7. I hereby:

7.1 Waive and release all claims I may have against the Organizer or any one or more of their executors, administrators, heirs, next-of-kin, successors and assigns including any or all claims for injury, loss or damages caused by negligence of any of the above arising out of my participation in the Event, together with any costs including legal fees that may be incurred as a result of such claim whether valid or not;

7.2 Indemnify and hold harmless the releases and each of them against any such claim that I or any one or more of my executors, administrators, heirs, next-of-kin, successors and assigns may have or assert and against any costs including legal fees with respect thereof; and

7.3 Acknowledge that if I were to assert a claim such claim would be subject to the exclusive jurisdiction of the laws of New Zealand.

Hiring of rental bikes:

7.4 If I have chosen to use the Bike Hire option, I am aware I am liable for damage caused to any bicycle hired from Kiwi Style Bike Tours while I am using or in charge of the bicycle.

I will also make sure the bike is in a sound and safe condition before using the bicycle and also agree to make Kiwi Style Bike Tours aware of any mechanical fault on the bicycle so the said fault can be made safe or repaired before using the bicycle.

If any portion of this Waiver and Release is held invalid, it is agreed that the balance shall continue in full legal force and effect.

I acknowledge that I have read this Waiver and Release. I fully understand its terms and that I have given up substantial rights by agreeing to it. I accept this document freely and voluntarily without any inducement made to me and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.