

76 rue Principale, Saint-Michel-de-Bellechasse, QC G0R 3S0 [www.velopop.ca](http://www.velopop.ca) 418-884-1836

**EQUIPMENT RENTAL CONTRACT & RISK RECOGNITION FORM**

Rental date **(**dd-mm-yy):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Time of rental beginning:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Rental duration (2,4,7 hrs…):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**LESSEE (client) –** Document to be filled-in by each cyclist/client

Last and first name of the cyclist/client: \_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City of residence: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Postal code / Zip: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Mobile:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person to contact in case of emergency: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Mobile #: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Nature of link to person:

**HEALTH STATUS**

Date of birth (DD-MM-YY)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Allergies? \_\_\_\_\_\_ If yes, please specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Taking any medication? \_\_\_\_\_ If yes, please mention what is being treated: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Do you have health issues that could, directly or indirectly, limit you in the activity you are about to take part in? Ex. Vision, deafness, balance issues, movement limitations, etc.. \_\_\_\_\_\_ If yes, please specify: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Have you demonstrated your capacity to use a bicycle recently? \_\_\_\_\_\_\_\_\_\_

Please note your height:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Is your weight between 110 and 250 lbs?:\_\_\_\_\_\_\_\_\_

**Risks inherent to the activity**

* **Injury due to a fall**
* **Injury due to a collision with another vehicle or a natural obstacle**
* **Muscle weakness**
* **Loss of control of the bicycle**
* **Being cold**
* **Heat exhaustion**

**Lessor’s (Vélopop) commitment**

* **Equipment:** The lessor commits to provide equipment that is safe, in good condition, at the required time;
* **Responsibility:** The lessor **is not liable** for any events (accidents, incidents, damage and interest for all damages to property belonging to lessee) for the duration of the rental and does not incur any responsibility in case of injuries or any damages;
* **Technical support:** within a 20km driving radius (from Velopop’s location), and in case of incident or mechanical failure, the lessor commits to provide support and assistance to the lessee in the shortest possible time. Were this to occur in an area outside the aforementioned 20km radius, fees and delays may apply.
* **Reimbursements:** See further below

**Lessee’s (client) commitment**

* **Skillset:** The lessee confirms having the **skills, knowledge and experience** required for the practice of the activity. The lessee also confirms being at least 18 years of age or being the bearer of a valid driver’s license (regular or probatory) or a class 6D (scooter) permit;
* **Risks:** The lessee recognizes that the practice of cycling on an electric bicycle involves **certain risks**. He has been informed and assumes full responsibility for said practice;
* **Drugs, alcohol:** The lessee commits **not to consume, possess or be under the effect of any drugs,** illicit substances or medications (prescription or not) and confirms not to be under the effect of alcohol (must be below blood alcohol limit (0,08) and to remain so for for the duration of the activity;
* **Weight:** The lessee acknowledges that the **minimal and maximal weight** allowable by the participants are, respectively, 50 and 115kgs (110 and 250 lbs), due to the nature of the equipment;
* **Rented equipment:** The lessee acknowledges that the rented equipment has been provided to them in good condition and **commits to return the rented equipment and accessories** at the end of the contract, at the lessor’s business location,by notifying the rental manager of this handover and returning the equipment in the same condition and working order as when it was leased, except for what results from normal wear and tear;
	+ **Helmet and lock:** The lessee agrees to use **the mandatory helmet**, as well as the padlock provided by the lessor;
	+ **Responsibility:** The lessee agrees to use the equipment and accessories rented with the greatest care **and is fully responsible** for any loss caused by fire, theft or any other cause and thus undertakes to pay the cost of repair or replacement (either directly or via his personal insurance) of rental equipment and accessories that have suffered loss or damage;
	+ **Loss or theft:** The lessee agrees to **notify the lessor** in a written and signed document of any loss of rented equipment immediately after this loss, describing all the circumstances during which it took place, also he undertakes to promptly notify the closest police force;
* **Fees:** The lessee agrees **to pay in advance** the rental fees stipulated at the start of each rental period and to pay upon return for the additional period used, **if it exceeds 7 minutes**;
* **Reimbursement:** The lessee recognizes that the following terms relating to reimbursements, or not, of the activity apply:
	+ **No show:** If any given client does not show up at booked time of the reservation, no reimbursement or exchange will be granted;
	+ **Early return:** If the **client returns to the rental facility prematurely**, other than due to a mechanical failure, there will be no reimbursement, in whole or in part;
	+ **Inability:** If any given client demonstrates an **inability or incapacity** **to handle the bike safely**, or if the client has consumed alcohol or drugs, VeloPop! will cancel the reservation without any reimbursement;
	+ **Weather:** The ongoing weather conditions in the intended region of use, during the time booked for the activity, may give rise to **postponing the reservation** to a mutually agreed date or its full reimbursement;
		- Are considered reasons for such change, by VeloPop!: Imminent Thunder storm, rain (more than 70% probability according to Météomédia), winds above 30km/hr, temperatures below 10 degrees or above 35 degrees Celsius;
	+ **Mechanical failure:** In case of mechanical failure **preventing the use of the bikes** the activity will be cancelled and the reservation fully reimbursed;
* **Duration:** This contract is in effect for the period mentioned in the equipment rental form (below) and ceases at the end of this period.

**The following pieces of equipment are included in the rental**:

Bike (**3690 $**) Helmet (**129$**) Cell phone holder (**49$**)

Cable/Padlock (**40$**) Mirror (**21$**) Basket or Saddle bag (**95$**)

Lessee’s signature : \_\_\_\_\_\_\_\_

Date: