

INDEMNITY FORM



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address: Hemel and Aarde Craft Village, Hermanus, 7200 postal: Postnet Suite 232, Private Bag XI6, Hermanus, 7200

Name : _____

Identity No. : _____

Passport No. : _____

Address : _____

Tel. No. : _____

Email Address : _____

Period of rental : _____

1. I, hereby acknowledge that I am renting a bicycle offered by Euodia Adventures CC CC/CK No 2009/110764/23 (Hereinafter referred to as "Euodia") and that I will be renting it entirely at my own risk.
2. I understand the inherent dangers and risks associated with bicycling and I assume and accept any and all risks of injury, paralysis or death.
3. I waive my right to any and all claims of whatsoever cause or nature, against Euodia or its employees or agents, the Overstrand Municipality, City of Cape Town, its Council and/or its employees, land owners and/or its employees for any loss, damage or harm that may be suffered or sustained arising out of or in connection with the use of the bicycles and all other functions and events related hereto, notwithstanding that such loss, damage or harm may have been caused by the negligence of Euodia, its employees or agents, the Overstrand Municipality, City of Cape Town, its Council and/or its employees, landowners and/or its employees howsoever such loss, damage or harm is caused.
4. I hereby indemnify Euodia, its employees or agents, the Overstrand Municipality, City of Cape Town, its Council and/or its employees, landowners and/or its employees against all or any claims which may be made against any of them by a third party (including my dependants) where such claim arises out of or in connection with the use of the bicycles and all other functions and events related hereto.
5. I undertake to comply with the instructions of Euodia's employees.
6. I confirm that I am not suffering any medical condition that may preclude me from cycling.
7. I accept that this contract sets out the full basis of the relationship between Euodia and myself and acknowledge that it is governed by the laws of South Africa and in the event of my bringing legal action against Euodia or its employees, agents or contractors, Overstrand Municipality, City of Cape Town, its Council and/or its employees, landowners and/or its employees, I agree that only the courts of South Africa shall have jurisdiction.
8. I acknowledge that I will be responsible for all and any damage caused to the rental bicycle from the time of delivery thereof to the time of return thereof to Euodia. My liability for damage to the rental bicycle is absolute, whether or not the damage was caused by negligence, vicarious or otherwise.
9. I confirm that the rental bicycle is given to me in good order and condition and that I received an induction course on the use thereof.
10. Once the indemnity form has been signed, all bicycle rentals are non-transferable and non-refundable.

I HEREBY AGREE THAT ALL THE INFORMATION ON THIS FORM IS TRUE AND CORRECT AND I HAVE READ AND UNDERSTAND THE ABOVE INDEMNITY AND ITS TERMS AND CONDITIONS.

SIGNED at _____ **on this** _____ **day of** _____ **2014.**

EUODIA EMPLOYEE SIGNATURE

PARTICIPANT/GUARDIAN SIGNATURE

TERMS AND CONDITIONS

We operate from Hemel and Aarde Craft Village, Hermanus on a mobile basis, so please supply hotel or accommodation details.

We deliver and collect free of charge in Hermanus, Sandbaai, Onrus and Vermont. A small charge will be levied for other areas depending on distance travelled.

On delivery you need to present both of the following:

1. Passport or ID (Will be kept in a safe for the duration of your rental period)
2. Outstanding rental amount

DEPOSITS: 50% to 100% deposits requested are payable within 48 hours. If deposits are not paid within 48 hours, your cycle rental is automatically cancelled without notice. **Deposits must have your name as a reference.** (The same contact name as on the booking form). If your reference is not stated, your bicycle/kayak rental will be cancelled without notice. Please contact Euodia Adventures once your deposit has been paid.

If your rental bike is not collected on the date on which your bike rental was to start, your booking may be cancelled and you will forfeit all moneys paid unless prior arrangements was made.

Pick-ups/drop-offs at your location (within the areas of Hermanus, Sandbaai, Onrus and Vermont), can be arranged (subject to availability), in advance.

Our office is open Mon-Fri (09.00 – 17.00) and Sat (09:00 – 13.00). Shop closed on Sundays

TO BOOK, CONTACT us on: +27 (0)28 3162119 or shop@euodiacycles.co.za

Payment in advance, or providing credit card details, secures your booking.

All Rates are per person Vat incl. Terms and conditions apply.

Rates are subject to currency fluctuations and changes beyond the control of Euodia Cycles