

# Gull Harbour Marina Bike & E-Bike Rental Agreement and Policies

## Rental Terms and Conditions:

By signing below, the Renter agrees to the following terms and conditions:

### 1. Condition of Rental Products:

- Bicycles and e-bikes are rented clean and in proper working condition and must be returned in the same condition.
- **Helmets are included** with the rental and must be worn at all times while riding. Failure to wear a helmet will result in immediate return of the equipment with no refund.

### 2. Maintenance and Inspection:

- The equipment is maintained daily, but it is the responsibility of the Renter to inspect the bicycle or e-bike before use. The Renter must notify Gull Harbour Marina of any issues or defects before beginning the ride.
- The Renter agrees to return the bicycle/e-bike in clean, **undamaged** condition to avoid additional charges for repairs, maintenance, or replacement. Normal wear and tear is accepted, but **damage** resulting from misuse, accidents, or crashes (including broken spokes, bent rims, damaged frames, etc.) will result in additional charges at the discretion of Gull Harbour Marina.

### 3. Return of Equipment:

- **Clean Condition:** Bicycles/e-bikes must be returned clean, free of mud and debris. Any bicycle/e-bike not returned clean will incur an additional fee of 1 hour's rental.
- **Return Timing:** Rentals are due back 15 minutes before closing time. Late returns are subject to additional fees.

### 4. Damage and Loss:

- The Renter agrees to provide credit card details for a **\$300 deposit**,  which will be used for any damages or theft. By signing this agreement, the Renter authorizes Gull Harbour Marina to charge their credit card for the repair, replacement, or theft of any equipment.
- In the event of theft, the Renter is responsible for reimbursing Gull Harbour Marina for the full replacement cost of the bicycle/e-bike and any associated accessories.
- **E-Bike Battery:** E-bikes are equipped with chargers and pedal assist. The average battery range is 60 km. If the battery dies during the rental, the Renter is responsible for returning the bike as soon as possible for charging.

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## Assumption of Risk, Waiver, and Release Agreement

### Assumption of Risk:

- The Renter acknowledges that cycling and using rental equipment involve inherent risks, including the risk of severe injury, death, or property damage. < >
- The Renter confirms that they are in good physical health and do not have any conditions that would prevent safe participation in cycling activities. < >
- By signing, the Renter assumes all risks related to renting and using the bicycle/e-bike and agrees to take full responsibility for any injury, damage, or loss that occurs during the rental period. < >

### Waiver and Release:

- In consideration of Gull Harbour Marina renting the bicycle/e-bike, the Renter **releases** Gull Harbour Marina and its affiliates from any and all liability for injuries, illnesses, death, or damage to property sustained while renting and using the rental equipment. < >
- This waiver includes all claims resulting from **negligence** on the part of Gull Harbour Marina.
- The Renter agrees that in the event of injury, illness, or damage, they will not file a claim or lawsuit against Gull Harbour Marina or its affiliates.

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## Acknowledgements

By signing below, the Renter acknowledges and agrees to the following:

- **Helmet Use:** The Renter understands the importance of wearing a helmet at all times while using the rented bicycle/e-bike. < >
  - **Risk of Injury:** The Renter understands that the activity may result in **severe injury**, including but not limited to spinal or head injuries, and accepts the risks involved. < >
  - **Hazards:** The Renter understands that hazards from other cyclists, traffic, and road conditions may exist. < >
  - **Equipment Visibility:** The Renter acknowledges that the rental bicycles/e-bikes may not be equipped with visibility enhancements such as blinking lights. The Renter acknowledges that all questions regarding the rental have been answered to their satisfaction.
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## Agreement to Terms

I have carefully read and understood the terms and conditions of this rental agreement. By signing below, I agree to all terms and conditions stated in the agreement, including the Assumption of Risk, Waiver, and Release of Liability.

Signature of Renter: \_\_\_\_\_

Printed Name of Renter: \_\_\_\_\_

Date: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ Province: \_\_\_\_\_

Postal Code: \_\_\_\_\_ Telephone: \_\_\_\_\_

Credit Card Number: \_\_\_\_\_

Age (if under 18): \_\_\_\_\_

Signature of Parent/Guardian (if under 18): \_\_\_\_\_

Printed Name of Parent/Guardian: \_\_\_\_\_

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### For Staff Use Only:

- **Bike/E-bike Rented:** \_\_\_\_\_
- **Date of Rental:** \_\_\_\_\_
- **Deposit Received:** \_\_\_\_\_
- **Rental Return Time:** \_\_\_\_\_
- **Return Condition:** Clean / Damaged / Other (describe)  
\_\_\_\_\_

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### Gull Harbour Marina Bike Rentals Contact Information

Store: (204)279-2180

General Manager: (431)334-2031 (24 hour assistance)

Email: [info@gullharbour.com](mailto:info@gullharbour.com)

Website: [www.gullharbour.com](http://www.gullharbour.com)