



## Indemnity & Waiver Agreement

I, the undersigned, do hereby:

- a. Indemnify and hold harmless and I waive any and all claims I may have against Electronic Trading Solutions, trading as RELECTRO, (“the Company”) and/or the owners, managers, officers, employees, agents, independent contractors and any other person who directly or indirectly assists with the operation or management of the Company, or the services offered by the Company, in respect of any loss or damage that I may suffer, including loss or damage as a result of injury or death and/or damage to or destruction of property, whether the loss or damage be direct, indirect, consequential or otherwise, arising from any cause whatsoever, including without limitation negligent or grossly negligent acts or omissions on the part of the Company.
- b. Indemnify and hold the Company harmless in respect of any loss or damage that I may suffer as contemplated in clause (a) above.
- c. Undertake that such indemnity and waiver agreement shall be signed on behalf of my minor children (if relevant). To the extent that such agreement is not executed by me on behalf of my minor children, I hereby indemnify and hold the Company harmless against any claim as fully and as effectually as if such I had agreed to and signed such agreement.
- d. Agree that this agreement shall apply without limitation in respect of my use of the light electronic electric vehicle (“the bicycle”) - the term “use” shall include operation of the bicycle whilst activated, deactivated, mobile and immobile.
- e. Acknowledge that I am aware of and appreciate the risks and dangers, including the risk of physical injury or death, associated with the activities which I may engage under the auspices of the Company and including the risks associated with the use of the bicycle.

In support of the above indemnity I warrant, understand and undertake as follows:

- a. Proficiency
  - i. I have sufficient experience with bicycles to make the warranties contained herein.
  - ii. I am proficient at riding a bicycle and hereby state that I shall take full responsibility for my actions and my safety while riding this bicycle.
  - iii. I am aware that the bicycle has a front brake that is operated by means of a brake lever. Depending on the bicycle, the rear brake is operated either by means of a lever or by means of a pedal brake - I am confident of my ability to operate whichever braking system applies to my rental bicycle.
- b. Pre-inspection
  - i. I have performed a pre-inspection of the bicycle and have satisfied myself that all parts are in good working order. Inter alia, all of the following are working to my satisfaction: brakes, gears, motor and pedal assist.
  - ii. On the basis of the pre-inspection, I accept that the bicycle has been adequately serviced and maintained.
- c. Inherent risks and dangers
  - i. I acknowledge that cycling involves inherent risks and dangers, which may result in injury and/or death and I accept all risks associated with the use of the bicycle, including medical risks (such as heart attack) and /or physical injury such as may result due to an accident of whether by my fault or by fault of some other party.
- b. Period of Rental
  - i. The bicycle shall be rented by me from the company for a period of \_\_\_\_\_ hours.
  - ii. The bicycle shall be returned at the latest by 17h00 on (day) \_\_\_\_\_ (month) \_\_\_\_\_ (day) 20\_\_\_\_ (year)
  - iii. In the event that I do not return the bicycle on the agreed date and at the agreed time, date a full days rental will be levied per day in respect of the late return.
  - iv. If the rental is terminated for any reason whatsoever, outside of the control of the company, including but not limited to my being unable to make use of the bicycle for the full period or a change in weather conditions, the full rental amount as agreed will remain payable.
- c. Rental rate
  - i. The rental rate shall be the rate as advertised by the Company from time to time.
- d. While this bicycle is under my care and supervision
  - i. I shall allow no other person to ride this bicycle and if for any reason any person does ride this bicycle other than by way of theft, I shall take full responsibility for their actions and safety while they are doing so.
  - ii. I shall take due care for the safekeeping and maintenance of the bicycle and shall ride it with due caution. Furthermore, I shall take full responsibility for any damage that may occur to the bicycle and will be pay for any such damage other than as may be covered by another party’s insurance policy if such other party is responsible for the damage.

- iii. Should there be any damage to the bicycle, whether or not such damage is covered by a third party's insurance policy, the Company shall, at its sole discretion, be entitled to retain sufficient funds from me for the repair of the bicycle. In the event of the third party or the third party's insurance refunding the Company, I understand that the Company will reimburse me the refunded portion.
  - iv. In the event that a third party is responsible for the damage, I will obtain all relevant particulars from that third party, such as vehicle registration number, driver's license number, ID number, passport number, etc.
  - v. I agree to abide by all applicable traffic laws and/or regulations and in accordance with any, and all, other applicable laws, and to operate the bicycle in a safe and reasonable manner.
  - vi. I agree not to convey passengers on the bicycle for any reason whatsoever.
  - vii. I agree not to operate the bicycle under the influence of any drugs (medicinal or otherwise), including alcohol, that may impair my ability to operate it safely and or properly
  - viii. I shall be responsible for any traffic fines that may be incurred during the rental period.
- d. Return of the bicycle
- i. The bicycle shall be returned on the agreed day and at the agreed time to the premises from which the bicycle originated.
  - ii. The bicycle shall be in the same good condition, fair wear and tear excepted, as it was in at the commencement of the hire period (see b(i) above).
  - iii. In the event of the bicycle being returned in a damaged or defective state the cost of repair of the said damages or defects shall be payable by me upon return of the bicycle. The amount will be calculated by the Company according to damages.
- e. Miscellaneous
- i. In the event of the company having to collect the bicycle from anywhere other than the agreed return location, for whatsoever reason, the company will charge a rate of R7.00 per kilometre for collection of the bicycle.
  - ii. It is specifically recorded that the rental amount agreed upon is specifically for the bicycle (including a helmet) and that although it is a pre-condition of this agreement that I will have the requisite safety equipment, any rental or sale of such equipment is separate from this agreement and not included in the rental amount. Although not obligatory, it is recommended that the rider wear a safety vest while riding.
  - iii. By signature hereto I agree that the bicycle and helmet have been hired to me in good condition and repair.

Name		ID number		Telephone number	
Email address		Date		Place	
Signature	<b>By signing this agreement I acknowledge that I have read and fully understood its contents</b>				