



## BICYCLE DEMO BORROWING AGREEMENT – CAMPMAJÓ BIKES

BORROWER'S FULL NAME		BORROWER'S PHONE NUMBER (available to reach during demo ride)	
BORROWER'S PERSONAL IDENTIFICATION NUMBER		BORROWER'S EMAIL	
BORROWER'S ADDRESS			

CAMPMAJÓ BIKES agrees to borrow the following bicycle (the "bicycle") to Borrower, upon the condition that Borrower agrees to all terms and conditions set forth below (including the release of claims) and evidences that agreement with his/her signature below. The bicycle shall be borrowed for the time period specified below:

BICYCLE ID #	CB0005624	BICYCLE TYPE	Enduro e-tandem (specs sheet specified in <a href="https://campmajobikes.com/cb-enduro-etandem-specs-sheet/">https://campmajobikes.com/cb-enduro-etandem-specs-sheet/</a> )
DATE AND TIME OUT		DATE AND TIME IN	1 hour after time out
ADDRESS OUT	Campmajó Bikes, Carrer de Joan Fuster, 9, 43152 Perafort, Tarragona	ADDRESS IN	Campmajó Bikes, Carrer de Joan Fuster, 9, 43152 Perafort, Tarragona

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE CAMPMAJÓ BIKES FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY CAMPMAJÓ BIKES AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

### *Release and Waiver of Claims*

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged the Borrower does hereby remise, release, and forever discharge CAMPMAJÓ BIKES, CAMPMAJÓ BIKES'S agents, servants, successors, heirs, executors, administrators and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which the Borrower ever had, now has, or which the Borrower's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the bicycle; or in any way arising out of the borrowing relationship between the Borrower and CAMPMAJÓ BIKES.

### *Indemnification*

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower hereby expressly agrees to indemnify and hold harmless CAMPMAJÓ BIKES, CAMPMAJÓ BIKES'S agents, servants, successors, heirs, executors, administrators and personal representatives against all suits, actions, claims, demands, or damages that arise out of Borrower's use, misuse or abuse of the bicycle.

### *Terms and conditions*

1. *Assumption of Risk:* the Borrower acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. The Borrower assumes and accepts all risks associated with the use of the bicycle.



2. *Acceptable Use:* the Borrower agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. The Borrower shall at all times observe and adhere to any rules and guidelines posted by CAMPMAJÓ BIKES, and any applicable laws or regulations.
3. *Insurance:* the bicycle borrowing does not include damage insurance, so the Borrower is responsible for all material or personal damage that may be suffered. The borrowing is carried out with the coverage of the corresponding liability insurance that covers all damages caused by the borrowing to third parties, people or property. It is the responsibility of the client and his/her companion(s) to respect Spanish traffic regulations and drive carefully and respect pedestrians.
4. *Unsafe Use:* if at any time CAMPMAJÓ BIKES determines that the Borrower has engaged in an unsafe or hazardous use of the bicycle, CAMPMAJÓ BIKES may immediately terminate the borrowing. Upon notification of termination, the Borrower must return the bicycle to the designated return area immediately. If the borrowing is terminated for unsafe or hazardous use, the Borrower will not be refunded his/her security deposit. CAMPMAJÓ BIKES shall determine, in its sole discretion, whether any behaviour or activity is "unsafe or hazardous."
5. *Condition of Bicycle upon Return:* the Borrower shall return the bicycle and any accessories to the designated return area clean and in the same condition as it was in when given to the Borrower, excepting ordinary wear and tear. The Borrower shall inform CAMPMAJÓ BIKES immediately upon return of the bike of any damages caused during the demo ride. The borrower shall be responsible for any damage caused to the bicycle during the demo ride. Including robbery in which case the Borrower will cover the full market price of the bike. CAMPMAJÓ BIKES shall retain any portion (or all) of the Borrower's security deposit as necessary to cover repairs for such damages. To the extent that damages to the bicycle exceed the amount of the security deposit, the Borrower shall be billed by CAMPMAJÓ BIKES for the full amount of damages caused by the Borrower during the demo ride, including reasonable attorney's fees.
6. *Late Return:* if the Borrower returns the bicycle to the designated return area more than 20 minutes after the scheduled "Time Back", CAMPMAJÓ BIKES shall retain any portion (or all) of the Borrower's security deposit as necessary the extra time.
7. *Personal data:* all data provided by the client will be exclusively used for the correct delivery of our services, with the Borrower being able to request, in accordance with the law, its access, rectification, cancellation or opposition by communicating by any means to the lessor. This contract is governed by Spanish law.
8. *Borrowing confirmation:* the demo ride service will only be confirmed once the availability has been confirmed by CAMPMAJÓ BIKES and this contract has been signed.

I have borrowed a bike and agree that if I do not return the bike in working order I will be liable for an additional €300 + VAT over and above.

I have borrowed a bike and agree that if I do not return the bike with all components not limited to the ones listed in the technical sheet I will be liable for additional charges.

I agree that I have read and understand all of the terms, conditions and rules set forth above, and agree to all terms without reservation.

X

\_\_\_\_\_  
Renter's signature and print name

X

\_\_\_\_\_  
Date and place