

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY

& PARENTAL CONSENT AGREEMENT (“Agreement”) for

SPINWAY ADELAIDE PTY LTD - BICYCLE HIRE PROGRAM

In CONSIDERATION of being permitted to participate in the Spinway Adelaide Pty Ltd (ABN 71604047038) - Bicycle Hire Program, I for myself, my personal representatives, assigns, heirs and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to ride a bicycle. I further acknowledge that biking will be conducted over the Hotel facilities and public roads and also facilities open to the public and upon which the hazards of traveling are to be expected.
2. FULLY UNDERSTAND THAT a) Bicycling involves RISKS and DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS, AND DEATH (“Risks”); b) these Risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activity, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE ‘RELEASEES’ NAMED BELOW; c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES EITHER not known to me or not readily foreseeable at this time, and I FULLY ACCEPT AND ASSUME SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I may incur as a result of my participation in the Activity.
3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE Spinway Adelaide Pty Ltd or their respective administrators, directors, agents, officers, members, employees, sponsors, advertisers, and if applicable, owners and lessors of other premises on which the Activity takes place (each considered one of the “RELEASEES” herein) FROM ALL LIABILITY CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE ‘RELEASEES’ OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS. And I FURTHER AGREE, that if despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, I or anyone on my behalf, makes a claim against the Releasees, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may occur as the result of such claim.
4. I AGREE to promptly return the hired bicycle back to the designated Spinway Adelaide Bike Station within the time frame allocated on the rental period that I selected or I will incur additional late fees charged at the rate located clearly on the pricing model above.
5. I AGREE to conditions regarding payment for unreturned, damaged, lost or stolen bike: I agree that if the bike is not returned to the designated Spinway Adelaide Bike Station within the allocated time period as described in the pricing model or the bike is otherwise damaged beyond repair, lost or stolen, Spinway Adelaide Pty Ltd will immediately charge a \$1000 fee directly to my credit or debit card that was used to rent the bike.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND THE TERMS OF THIS AGREEMENT, UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS AGREEMENT, HAVE SIGNED IT VOLUNTARILY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I AGREE IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID, THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

MINOR RELEASE

(Participants under the age of 18)

AND I, THE MINOR'S PARENT AND/OR LEGAL GUARDIAN UNDERSTAND THE NATURE OF BICYCLING ACTIVITIES AND THE MINOR'S EXPERIENCE AND CAPABILITIES AND BELIEVE THE MINOR TO BE QUALIFIED, IN GOOD HEALTH AND PROPER PHYSICAL CONDITION TO PARTICIPATE IN SUCH ACTIVITY. I HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE, AND AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS EACH OF THE RELEASEES FROM ALL NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENCE RESCUE OPERATIONS, AND FURTHER AGREE THAT IF, DESPITE THIS RELEASE, I, THE MINOR, OR ANYONE ON THE MINOR'S BEHALF MAKES A CLAIM AGAINST ANY OF THE RELEASEES NAMED ABOVE, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which may occur as the result of such claim.