



RAPHA CYCLING CLUB (RCC) BIKE HIRE PROGRAMME

LIABILITY AGREEMENT

I, _____, am a current Rapha Cycling Club (“RCC”) member, am over the age of 18, and therefore have the legal capacity to enter into this agreement. The RCC Bike Hire Programme (“Programme”) has released a bicycle fleet available on loan to cyclists associated with the RCC, and I hope to participate. In consideration of that possible participation, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of the RCC Bike Hire Programme and that I am qualified, in good health, and in proper physical condition to borrow and use a bicycle from this Programme. I further acknowledge that I will use the bicycle over public roads and facilities open to the public and that there is inevitably a risk to me of mishap or accident. I agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue riding.
2. Agree to abide by all the Programme’s Terms and conditions of Use outlined on the reverse of this Liability Agreement. I further acknowledge that if I break these terms, I may be permanently banned from participating in the Programme at this or any other time. I may also be held responsible financially for any damages or losses incurred.
3. Fully understand that: (a) BICYCLING ACTIVITIES INVOLVE 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 condition in which the riding 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 ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my riding.
4. Subject to clause 5 below, hereby release, discharge and covenant not to sue the Programme, Rapha Racing Limited (“Rapha”), its subsidiaries, the RCC, any commercial partner of any of the foregoing and any of their directors, employees, agents, officers, members, volunteers, as well as other participants and, if applicable, owners and lessors of premises on which the cycling 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 I, or anyone on my behalf, makes a claim against any of 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 any may incur as the result of such claim.
5. Nothing in this Release and Waiver of Liability shall limit or exclude Rapha’s liability for:

Telephone: +44 (0)203 141 1402, Fax: +44 (0)207 424 8895, Email: headoffice@rapha.cc

Rapha Racing Ltd, Imperial Works, 18 Tileyard Road, London, N7 9AH

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- (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors (as applicable);
- (b) any other matter in respect of which it would be unlawful for Rapha to exclude or restrict liability.

6. In no circumstances will Rapha's liability exceed £10,000

7. This Liability Agreement shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

I have read this Liability Agreement, fully understand its terms, understand that I have given up substantial rights by signing it, and have signed it freely 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 and agree that if any portion of this agreement is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

Printed name of participant:

Signers address:

Signature:

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TERMS AND CONDITIONS OF USE

I, _____ will CAREFULLY READ all terms and conditions before entering this Agreement:

1. Must inspect bicycle before use, riding and/or operation. I agree to ensure the bicycle is in proper working order BEFORE using the bicycle and while within 20 feet of the Rapha Cycling Club ("RCC") location. I will examine and test the bicycle's operating parts including but not limited to: the brakes, steering apparatus, tires, pedals and lock, before using/or operating the bicycle. This is not intended to be an exhaustive list. I will adjust bike seat to fit physique. If inspection and initial testing of the bicycle indicates any defect, damage or failure to operate as a normal bicycle, the bicycle shall not be used and/or operated, and I will contact and notify the RCC Bike Hire Programme (the "Programme") at rcc@rapha.cc of any and all repairs that the bicycle may need as soon as possible.

1a. Understand that the Programme is responsible for repairing all Programme bicycles, and so I will not attempt to repair the bicycle myself. I agree to accept any costs I incur from damages caused through an attempt to repair a bicycle, and to release the Programme, Rapha Racing Limited ("Rapha"), its subsidiaries, the RCC, any commercial partner of any of the foregoing and any of their directors, employees, agents, officers, members, volunteers, as well as other participants and, if applicable, owners and lessors of premises on which the cycling takes place from all liability if any injuries occur during an attempt to repair the bicycle.

2. Agree that the bicycle and any equipment attached thereto, at all times, remains the exclusive property of Rapha or its commercial partner. I will not make any type of modification to the bicycle at any time. If through my modifications the bicycle is damaged, I will accept the incurred costs.

3. Will use a helmet at all times during riding to decrease the chance of injury. Helmets will not be provided by the Programme.

4. Agree to follow all laws pertaining to the use, riding and/or operation of the bicycle, including all national and local laws and the rules and regulations pertaining to bicycles in the country in which I am riding. I certify that I am familiar with the laws, rules, and regulations pertaining to the use, riding and/or operating of the bicycle before riding. I acknowledge and understand that the Programme does not provide training regarding the use or operation of the bicycle.

5. Will not, under any circumstances, use, ride and/or operate the bicycle after consuming, ingesting and/or using alcohol or drugs and/or if I have a blood alcohol concentration above the local legal limit.

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6. Agree to not, under any circumstance, use, ride, and/or operate the bicycle in inclement or dangerous weather, including but not limited to severe lightning storms, gales, icy conditions, fog, and /or heavy rain, hail or snowfall. I also acknowledge that the Programme may cancel the hire of bicycles during extreme weather conditions.
7. Further understand that the bicycle is intended for only limited types of use: I will not use the bicycle for mountain bike riding, cyclocross, stunt or trick riding. I will not allow any third party to use the bicycle, in any way whatsoever, whether free of charge or for consideration. I will not carry and/or transport any person or passengers on the bicycle under any circumstances. I shall not add any kind of seat or modification to allow someone to ride on any part of the bicycle.
8. Accept and abide by the RCC operating hours and bicycle availability provisions: I agree to check availability of Programme lending online or by emailing rcc@rapha.cc Bicycles must be returned within the maximum loan time limits allowed and agreed on by the RCC. Bicycles are limited and the RCC may not have available bicycles for loan at all times.
9. Agree that any activity deemed as misuse of the bicycle may lead to temporary suspension from the Programme and/ or the RCC and/ or termination of my involvement in, or membership of, the same.
10. Agree to return the bicycle to the designated RCC location by the end of the agreed period. The RCC can decide to suspend my membership temporarily and/or to charge me a fee for the rental of the bicycle if the bicycle is not returned within 24 hours. After my third suspension, I understand that my participation in the Programme may be permanently terminated without any refund. Any bicycle or equipment that is not returned 24 hours after the agreed period, with no prior attempt to notify the RCC, will be reported to the Police as stolen.
11. Agree to immediately report to the RCC a stolen or lost bicycle. I am responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, legal fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost bicycle.
12. Agree to return the bicycle to the RCC location it came from in the same condition received, ordinary wear and tear excepted. I agree to ensure that the bicycle is never left unattended, either locked or unlocked. The RCC will not be responsible for any lost, stolen, destroyed, and/or damaged bicycles under any circumstances, regardless of whether bicycle locks were used, broken and/or not properly functioning. I agree to pay for any damage, including replacement parts, to and/or destruction or loss of the bicycle, even if damage was caused by someone else. All repairs needed as a result of any such loss, destruction or damage, will be performed at the normal working rates. In the event the bicycle is lost, destroyed or damaged beyond repair, regardless of fault or cause, I agree to pay Rapha the full replacement value of the equipment and that this may be as much as £10,000 (Ten thousand pounds)*

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* For a small additional charge per day you can reduce your damage and theft liability as outlined in clause (12), by taking out the "Damage and Theft Liability Reduction Waiver".

13. Understand that additional terms and conditions shall apply in the event that I wish to participate in a ride arranged by Rapha.

14. Agree to the use of my personal data in accordance with the Rapha privacy policy (<http://pages.rapha.cc/service/privacy-policy>).

15. Understand that Rapha shall have the right to revise, change, and modify these Terms & Conditions at any time without prior written notification by posting the revised version on its website. I shall be solely responsible for reviewing and becoming familiar with any modification to these Terms & Conditions. Use and/or operation of the bicycle by me following any modifications to these Terms & Conditions constitutes my acceptance of these Terms & Conditions as modified.

16. These Terms & Conditions shall be governed by English law and the courts of England and Wales shall have exclusive jurisdiction in respect of the same.

After careful deliberation, I voluntarily give my consent and expressly agree to all these Terms & Conditions as set forth above. By signing below, I agree that I have read, understand and expressly agree to the above agreement and terms and conditions.

Printed name of participant:

Driving licence, ID Card or Passport number:

Signature:

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DAMAGE AND THEFT LIABILITY REDUCTION WAIVER

I, _____ agree to pay Rapha £5 (or local currency equivalent) per day for _____ days to reduce my damage and theft excess as outlined in clause 12 of the “Rapha Cycling Club (RCC) Bike Hire Programme Terms and Conditions of use” to £0 (Zero pounds) for accidental damage and £800 (Eight hundred pounds or local currency equivalent) for theft.

What the damage and theft waiver does not cover?

- Using the Bicycle in breach of the “Rapha Cycling Club (RCC) Bike Share Programme Terms and Conditions of use and Liability Agreement.

Including, but not exclusively:

- If the damage to the bicycle was caused by your negligence and or riding the bicycle without due care and attention.
- If theft of the bicycle was caused by your negligence.
- If while in your care, the damage and theft was caused while the bike was in use by, or in the care of a third party.

Printed name of participant:

Signature:

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