**ELECTRIC MOUNTAIN BIKE TOURS NZ**

*Physical Activity Readiness Questionnaire/Waiver*

NAME:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

ADDRESS:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

PHONE:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ DATE OF BIRTH:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMAIL:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

EMERGENCY CONTACT:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ PH:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

HOW DID YOU HEAR ABOUT US?\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Physical Activity Readiness Questionnaire (please circle)

1. Has your doctor ever stated that you have an abnormal heart condition? YES NO

2. Do you, or have you ever had pain in your heart or chest? YES NO

3. Do you tend to lose consciousness or fall as a result of dizziness? YES NO

4. Do you have high blood pressure? YES NO

5. Do you have bone or joint condition that could be aggravated by exercise? YES NO

6. Have you had or planning on having any surgeries? YES NO

7. Do you suffer from exercise induced asthma? YES NO

8. Has your doctor prescribed drugs for blood pressure, cholesterol or heart condition? YES NO

9. Do you know of any other reason why you should not do physical activity? YES NO

10. Do you have any other medical or physical limitations you would like us to know about? YES NO

If you answered YES to any of the questions above, please explain in the space provided below.

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***Terms and Conditions***

***By booking a tour with us, or renting an electric bike from us, you are deemed to have accepted these Terms and Conditions. Please take a moment to read them!***

**The risks and your responsibilities:**

I (being the person who is either booking an electric bike guided tour or renting the eBike and Accessories from **Electric Mountain Bike Tours NZ** accept that cycling and associated activities have inherent risks, and can be dangerous. I understand that these risks can include (but are not limited to): riding in traffic, navigational difficulties , poor weather, uneven or potentially slippery roads and trail surfaces, collisions (with other vehicles, pedestrians and/or other objects), physical strain from lifting or otherwise handling the eBikes. I am physically fit and have fully disclosed to you my injuries and medical conditions that might effect my ability to safely ride an electric bike, including (but not limited to): heart conditions; epilepsy; pregnancy; bone disorders/dislocations; asthma; panic/anxiety attacks; recent sprains/muscular injuries; disabilities/physical impairment. **INITIAL HERE:**

I understand that New Zealand law requires the use of bicycle helmets and I agree to wear the cycle helmet provided to me by **Electric Mountain Bike Tours NZ** at all times that I am using the eBike. I will also use the provided bike lock to secure the bike at all times that I am not riding it. I agree to abide by all New Zealand road rules and to comply with all instructions given to me by any representatives of **Electric Mountain Bike Tours NZ**. I agree to use the eBike and accessories provided for my guided tour or rented by me in a lawful and safe manner at all times whilst they are in my possession and I understand that my behaviour whilst using the eBike will affect the risks that I may be exposed to. **INITIAL HERE:**

I agree that **Electric Mountain Bike Tours NZ** has no control over these risks. I will ensure that, during my tour or the period of my rental, my ability to safely and responsibly ride the eBike will not be impaired by either alcohol or drugs. I agree that you consider that I am not able to safely and responsibly ride the eBike, you are entitled to refuse to allow me to participate in the tour or do the rental. I also accept that you may delay or stop me participating without any reason or compensation. And I consent to any medical treatment to me while or after participating. I understand and agree that I must show you my passport or a valid driver’s license before starting any rental – to confirm my identity. I agree that you may retain a copy of my passport or driver’s license for that purpose. **INITIAL HERE:**

When I am renting an eBike, I agree to return the eBike promptly by no later than the expiry of the agreed rental period. I agree that my failure to do so will result in an additional charge of NZ$35 for every hour (or part thereof) that passes after expiry of the selected rental period and prior to the return of the eBike and accessories to **Electric Mountain Bike Tours NZ**. I will not lend or otherwise allow any other person to use the eBike and accessories – they are provided solely for use by me. **INITIAL HERE:**

I also agree that **Electric Mountain Bike Tours NZ** retains ownership of any photos or videos that it takes of me during my tour or rental. I consent to **Electric Mountain Bike Tours NZ** using such photos and videos for any purpose, including without limitation any promotional or marketing activity (whether in print, online or otherwise) that **Electric Mountain Bike Tours NZ** wishes to undertake. **INITIAL HERE:**

**Damage to or loss of eBike or any accessories.**

I accept full responsibility for the eBike and all accessories provided to me for my guided tour or rented to me. Except for fair wear and tear, I agree to pay all costs in the event of any damage to the eBike, any of the accessories or other people’s property, during my guided tour or during the period of the rental of the eBike and accessories by me. In the event that the eBike or any of the accessories are lost or stolen, or where **Electric Mountain Bike Tours NZ** deems that repairs are not practicable or that the cost of the repairs are likely to be more than the cost of replacement, I agree to pay the full cost of replacing the eBike and accessories, including (but not limited to) all shipping and associated costs. I understand that at the time of booking or rental my bank or credit card details will be kept and be charged in the event of any of the above circumstances. **INITIAL HERE:**

**Cancellations and late arrivals:**

I acknowledge that **Electric Mountain Bike Tours NZ** cancellation policy in relation to my booking is as follows:

Our cancellation policy for bookings is as follows: We offer a 100% refund if you cancel at least 48 hours before the time the tour or rental is scheduled to start. If you cancel within 48 hours of scheduled departure time, no refund is possible. Cancellation should be by email to h[ello@electricmountainbiketoursnz.co.nz](mailto:Hello@electricmountainbiketoursnz.co.nz) or please call or text on +64 273224224. Tours and rental sessions start promptly, at the scheduled departure or collection time. As such, we recommend that you arrive 10-15 minutes early, so you have time to fill out your waiver forms and be fitted for your bike. Unfortunately, out of courtesy to our other guests, we can’t delay the departure of our tours if you are running late. If you are late (or think you might be), please call +64 273224224. We might be able to reschedule you on a later tour or on a later rental session, but that will be subject to availability. No refunds are available if you miss your tour or rental due to being late for any reason.

In addition, due to the nature of the tours and rentals and the environment they are conducted within, **Electric Mountain Bike Tours NZ** at times will make decisions to cancel or postpone any tours or rentals based on weather, genuine safety concerns or any other events or circumstances that, in the sole opinion of **Electric Mountain Bike Tours NZ**, prevent operation. If cancelled by **Electric Mountain Bike Tours NZ** for these reasons, you will receive a full refund within 7 calendar days of the date of cancellation.”**INITIAL HERE:**

**Credit card pre-authorisation (Rentals only)**

I agree that **Electric Mountain Bike Tours NZ** is entitled to take a pre-authorised amount of up to NZ$500 against my credit card. In the event that **Electric Mountain Bike Tours NZ** determines that any loss or damage occurs for which I am liable under the terms of these terms and conditions, or if I return the eBike late, I authorise **Electric Mountain Bike Tours NZ** to complete the pre-authorised credit card transaction in such amount as **Electric Mountain Bike Tours NZ** in its sole discretion deems appropriate (up to the pre-authorised amount). I agree that the amount so taken by **Electric Mountain Bike Tours NZ** will satisfy the corresponding amount of my liability under these terms and conditions but will not limit any other liability I may have under these terms and conditions. **INITIAL HERE:**

**Liability**

To the maximum extent permitted by law, the liability (whether in contract, tort, under statute or otherwise) of **Electric Mountain Bike Tours NZ** (including its directors, owners, staff, volunteers or associates) shall be limited to an aggregate amount equal to the amount of the fees paid by me, or on my behalf, to **Electric Mountain Bike Tours NZ** for the guided tour or the rental of the eBike and accessories. I release, waive and indemnify **Electric Mountain Bike Tours NZ** (including its directors, owners, staff, volunteers or associates) from and against all claims, losses, damages or expenses (including without limitation legal costs) resulting from my participation in a guided tour or my rental of the eBike and accessories. I agree to assume all responsibility for any personal injury, loss, damage to property, disruption to travel plans or indirect or consequential loss or damage of any kind (including, without limitation, financial loss or loss of profit) arising as a result of or in connection with my participation in a guided tour with, or my rental of the eBike and accessories from, **Electric Mountain Bike Tours NZ**. **INITIAL HERE:**

**Governing law**

The law governing these terms and conditions is the law of New Zealand. The courts of New Zealand shall have exclusive jurisdiction in respect of any dispute between the parties. **INITIAL HERE:**

**I Acknowledge that all the information I have provided is true and correct. I understand and Agree to all the Terms and Conditions set out by Electric Mountain Bike Tours NZ and have provided all the information required for bike rental or tours.**

**Name:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

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