

INDEMNITY FORM – Electric Scooters Rental

- I, hereby acknowledge that I am renting an electric scooter from Volley Brooklyn PTY LTD and that I will be renting it entirely at my own risk.
- I confirm that I am over the age of sixteen.
- I confirm that I weigh less than 130kg's.
- I confirm that I am not suffering from any medical condition that may preclude me from riding the electric scooter.
- I confirm that I am not under the influence of alcohol or any other intoxicating substances and I undertake not to ride the electric scooter whilst under the influence of alcohol or any intoxicating substances.
- I understand that only one person at a time may ride the electric scooter..
- I agree to lock up the electric scooter when I am not riding it.
- I confirm that I know how to ride a scooter.
- I undertake to comply with the instructions of Volley Brooklyn PTY LTD's staff on how to ride an electric scooter and confirm that I will only hire the electric scooter if I am confident that I can ride a scooter.
- I undertake to comply with the instructions of Volley Brooklyn PTY LTD staff.
- I acknowledge that it is compulsory to wear the helmet provided by Volley Brooklyn PTY LTD on my head, whilst I am riding the electric scooter.
- I agree to adhere to the rules of the road when riding the electric scooter..
- I understand the inherent dangers and risks associated with driving a electric scooter and I assume and accept any and all responsibility for the medical risks associated with scootering such as but not limited to, a heart attack or stroke, as well any and all responsibility for the risk of injury, paralysis or death, caused by any eventuality whatsoever arising, whilst I am utilising the electric scooter.
- I waive my right to any and all claims arising from whatsoever cause or whatsoever nature, against Volley Brooklyn PTY LTD and its staff for any loss, injury, damage or harm which may be suffered or sustained arising out of or in connection with, my use of the electric scooter, including any mechanical fault, and all other events related hereto, notwithstanding the fact that that such loss, injury, damage or harm may have been caused by the negligence of Volley Brooklyn PTY LTD or its staff.
- I hereby indemnify, Volley Brooklyn PTY LTD and it's staff against all or any claims which may be made against any of them by a third party where such claim arises out of or in connection with my use of the electric scooter and all other functions and events related hereto.
- I accept that this contract sets out the full basis of the relationship between Volley Brooklyn PTY LTD and myself and acknowledge that it is governed by the laws of

South Africa and in the event of my bringing legal action against Volley Brooklyn PTY LTD or its staff, I agree that only the courts of South Africa shall have jurisdiction.

- I acknowledge that I will be responsible for all and any damage caused to the rental scooter, including theft, from the time of delivery/acceptance thereof to the time of return thereof Volley Brooklyn PTY LTD.
- My liability for damage to the rental bicycle is absolute, whether or not the damage was caused by negligence, vicarious or otherwise.
- I confirm that the rental bicycle is given to me in good order and condition and that I received an induction course on the use thereof.
- Once the indemnity form has been signed, all scooter rentals are non-transferable and non-refundable.

I hereby release, indemnify and hold harmless Volley Brooklyn PTY LTD and staff from and against any claims, damages or liability arising from or related to the use of the images, recordings or material, including but not limited to claims of defamation, invasion of privacy, or rights of publicity or copyright infringement.

PLEASE DO:

- Ride in designated bike lanes and/or paved bike trails when available.
- **Wear your helmet at all times**
- Ride in the same direction of traffic, not against the direction of traffic.

PLEASE DO NOT:

- Use scooters for public promenade or public pavements (if caught doing so there can be a fine inflicted)
- Allow use at any time by any individual younger than 18 years of age.
- Use any scooter if Rider has any existing physical or mental condition that would prohibit Rider from safely operating the scooter.
- Operate a scooter while carrying any item that impedes Rider's ability to safely operate the scooter..
- Operate a scooter while under the influence of alcohol, drugs, or any other substance that impair Rider's ability to safely operate the scooter..
- Use any cell phone or mobile electronic device, or a headset covering ears while riding.
- Allow any other person to use the Items or allow more than one person to be carried on the scooter..
- Violate any applicable national and provincial law.

- Ride or operate a scooter that has any defect, fails to operate as a properly functioning bicycle
- Continue using the scooter if it, or any component of it, should become defective or malfunction
- Use the scooter for racing, tricks riding, jumping, stunt riding.
- Tow, pull, carry or push any person or object with a scooter..