

Kiwanda Scoots!

Cape Kiwanda Dr. and Webb Park Rd.
Pacific City, OR 97135



(541) 921-2426
www.kiwandascoots.com

ACTIVITY WAIVER AND RELEASE OF LIABILITY - EQUIPMENT RENTAL/USAGE AGREEMENT

(Read Before Signing)

I hereby acknowledge and agree to the following rental agreement terms and conditions:

1. I accept for use 'as is' equipment listed but not limited to those named in this agreement and accept full responsibility for the care of each unit while they are in my possession, rented or loaned to me.
2. I will be responsible for the replacement at full retail value of any equipment rented or lent to me under this form which is not returned to the operators of Kiwanda Scoots! by close of business hours of the use date on this form.
3. I agree to hold harmless and indemnify the persons, organization (including but not limited to its owners, agents & employees) that rented, or allowed use of this equipment, for any loss or damage including any resulting from personal injury or property damage related in any way to my use of this equipment or Kiwanda Scoots! property – except normal reasonable wear of the equipment itself.
4. I understand there are inherent and other risks involved in sports activities, for which this park and equipment is to be used, and that injuries are a common and ordinary occurrences in these type of sports activities. I freely and expressly assume the risks of bodily injury or death arising from all use of this equipment.
5. I will not operate the equipment while under the influence of any alcohol, drugs, medication, or other substance or condition that may impair my ability to operate the equipment safely.
6. In consideration of all of the above and also in consideration of the equipment being rented or loaned without cost to me at my request I hereby specifically release and forever discharge Kiwanda Scoots!, the providing persons, business or organization and its affiliates, officers, owners, volunteers, agent and employees from any negligence, maintenance, the selection, adjustment and use of this equipment accepting myself full and complete responsibility for any and all such damage, injury, or death which may result from my participation in this activity or sport.
7. I have made no misrepresentation to the renting or providing organization with regard to any information which they have requested from me for the rental and/or use of the equipment.
8. Instruction on the use of the equipment has been made clear to me and I understand the use and function of the equipment I have rented or have been allowed to use.
9. I acknowledge my obligation to return this equipment by the agreed upon time and date in clean and dry condition to avoid additional charges.

In consideration of participation in any way in any or all Kiwanda Scoots! events, camps or sports programs, related events and activities, the undersigned acknowledges and agrees that:

The risk of injury from the activities involved in this program are significant including the potential for permanent paralysis and death and while particular rules, equipment and personal discipline may reduce the risk, the risk of serious injury and death does exist and,

I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES or others, and assume full responsibility for my participation and,

I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE AND HOLD HARMLESS Kiwanda Scoots! instructors, employees, their officers, officials, sponsors, advertisers, owners and lessors of the premises used to conduct the event or activities with respect to any and all injury, disability, death or loss or damage to person or property whether arising from negligence of the releasees or otherwise.

X - (Renter's Signature)

Date:

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NO REFUNDS on Equipment Rentals!

UNIT(S)			DATE / TIME OUT	DATE / TIME IN

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT

X

(Renter Signature)

Printed Name: _____

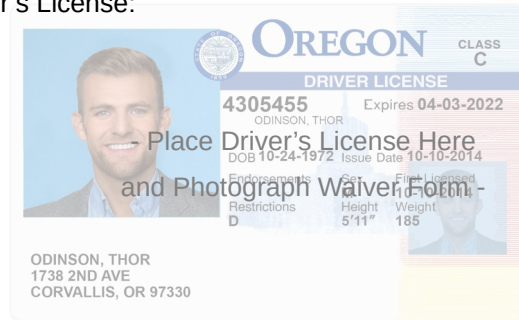
Phone: _____

Address _____

City: _____

St: _____ Zip: _____

Driver's License:



Initial Here

	I realize the importance of wearing a helmet. A helmet should be worn at all times
	I will not allow any other person or child on the unit nor exceed the maximum weight limit of 200 lbs.
	It is my responsibility to CHECK EQUIPMENT BEFORE setting out on any activity.
	I understand this activity may result in hazards posed by other vehicles and traffic or road conditions and will obey any and all other applicable laws, local rules and regulations.
	I ASSUME ANY AND ALL RISKS INVOLVED IN OR ARISING FROM PARTICIPANT'S RIDING AN E- BIKE including, without limitation, the risks of death, bodily injury or property damage resulting from collision between the vehicle that he or she is riding and another vehicle, a person or stationary object; skidding; overturning; sudden stops; braking or acceleration; the unavailability of emergency medical care; or the negligent or deliberate acts of another person;
	I agree to return the equipment in clean, UNDAMAGED condition to avoid any ADDITIONAL CHARGES for repair, maintenance or replacement and accept full responsibility for care of the equipment while under my possession.*
	Instruction on the use of the equipment has been made clear to me and Kiwanda Scoots! staff have answered any and all questions I have had.

* Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Damaged parts or components are repaired and replaced at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced.

Renter must report any accident, crash, damage, personal injury, or stolen or lost Equipment to Kiwanda Scoots! via phone (541) 921-2426, text or email kiwandascoots@gmail.com immediately. If a crash involves personal injury, property damage, or a stolen equipment, Renter must file a report with the local police department within 24 hours.

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RENTAL FAQs – FREQUENTLY ASKED QUESTIONS

Kiwanda Scoots! and its employees reserve the right to refuse service to anyone at any time. Prices are subject to change without notice during special events, festivals, etc.

We reserve the right to cancel your rental and refund you in the event that either the renter or the weather is unsuitable for the experience.

In using this website, reserving products/services, purchasing products/services, and providing information, you are deemed to have read and agreed to the following terms and conditions:

Rental Terms:

- Participants must read and sign the Release from Liability Agreement prior to rental.
- A credit card and a valid government issued photo ID, cell phone number, email address and major credit card are required for equipment rental.
- You authorize Kiwanda Scoots! to charge Your credit or debit card for all fees incurred by You, subject to applicable sales taxes and other local government charges.
- Locks and helmets are provided for free with rental.
- Participants must be 18 years of age or older; No Exceptions!
- Persons younger than 18 are not allowed to operate or ride an E-Bike.
- Participants must be in good health, be able to operate, control and balance the equipment at the time of rental.
- Min. height 5'0". Max. weight 220 lbs. All riders must be physically able to ride a bike. Please consult your physician.
- Participants are responsible for the rental equipment from the time the equipment is rented until the time it is returned, including damage and theft of rental equipment.
- Rental equipment is due back on the date/time agreed upon by the Renter(s).
- Participants must inform Kiwanda Scoots! if equipment is damaged or not working properly.
- Participants must comply with all traffic laws and ride with caution.

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* READ CAREFULLY *

Deposits, Payment, Reservations, Cancellation and Refund Policy:

- We accept all major credit cards, PayPal and Stripe for payment.
- Late returns are subject to additional charges and late fees.
- There is a \$20.00 non-refundable fee on all reservations.
- A \$250 security deposit is required for each bike
- All reservations are subject to our 24 hour cancellation policy. Reservations and booking changes are final, and charged in full unless altered outside of 24 hours. We do not pro-rate early returns on reservations.
- Prices are subject to change during special events, festivals, etc without notice.
- Damaged equipment is subject to repair costs.
- If the rental period is extended, the undersigned authorizes Kiwanda Scoots! to charge the credit card on file for monies due without the cardholder present.
- Bikes not picked up by 15 minutes after appointment time are considered “No Show” and forfeit Reservation Fee.
- If the bicycle(s) is returned in the condition in which it was lent, your account will only be charged the rental costs.
- If the bicycle(s) is returned in with damages, your account will be charged for the damages incurred during the rental period.
- Once the rider(s) agrees to the riding terms, is fitted and receives riding instructions, signs the rider agreement, and departs on the bike, no refunds will be issued.
- Note -
 - Damaged seats will result in a \$50 replacement charge.
 - Lost or damaged locks will result in a \$100 replacement charge.
 - **Do Not Ride in Salt Water!**
A \$35 cleaning fee will be charged to your account for bikes that require special cleaning to return to service line i.e. excessive sand, mud, or salt water, etc.
 - *If the bicycle(s) is stolen, your account will be charged \$1500 per stolen bike.*

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QUESTIONS BEFORE YOU RIDE

→ Why should I reserve a bike in advance?

Rental items have limited quantities and “out of stocks” do happen. A reservation ensures an item is held specifically for you. We value your experience and strive to help you have a great ride. To insure your reservation a \$20 Non-Refundable Reservation Fee is required to book all e-bikes.

→ How are charges calculated?

All rentals are charged on a time basis. Select your Start day (and your pick-up time) then select the item you'd like to reserve. The system will display rental charges for the rental period you've indicated. Short term reservations (1-2 hours) are not accepted.

→ Do I need to leave a deposit?

To secure your reservation, you are required to pay a Reservation Deposit Fee to secure your reservation. At selected times; full payment may be required as deposit for your reservation. The Balance Due and taxes (if applicable) are paid when you pick up the rented item(s). In addition, an ID and Security Deposit are required when picking up rented items.

→ What size bike is right for me?

Our bikes are Adult size. Please confirm the correct “fit” when you pick up your bike.

→ Can I change a reservation?

Yes, in most cases your reservation can be revised to change dates or equipment without penalty. Contact the shop or email kiwandascoots@gmail.com to make updates to existing reservations.

→ What's your cancellation policy?

To cancel an online reservation, simply email kiwandascoots@gmail.com with your name and the date that you'd like to cancel. Cancellations made 24 hours or more before pick-up will receive a full refund. Cancellations made less than 24 hours before pick-up are not eligible for a refund.

→ Do I have to sign a Liability Release?

Yes, cycling can be a dangerous activity and we want you to clearly understand these risks and what responsibility each involved party has regarding your rental. Online reservations requires the user to agree to terms and conditions, which includes a Liability Release, Waiver and Indemnification.

** You are also required to sign a printed copy of the waiver when picking up your rental.*

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→ How far will my electric bike go?

Our eBikes have a range of about 20 miles. Under normal and best conditions the battery should last about 4 (four) hours.

→ How fast will my eBike go?

Be careful! Your eBike can go between 15 – 20 mph. There is a speedometer on the handlebar LCD display

→ How do I know how much battery I have?

There is a battery power gauge located on the handlebar LCD display.

→ How long does the battery last?

Many different factors affect the range. Include assistance level, cycling behavior, throttle speed, cyclist's weight, tire pressure and terrain. Am I riding on a paved road, sandy beach or forest trail? Does my route include hills or just flat open country? All of these factors influence the battery range. Pedal assist will always be more efficient than full electric throttle mode.

→ What happens if I get a flat tire?

We strongly recommend that you always carry a cell phone when you ride as well as our phone number. Should you have a mechanical problem, stop riding and move to a safe location before using your phone. Contact Kiwanda Scoots (541) 921-2426 for further instructions.

→ Can someone else ride the bike I rent?

No. Bikes are only to be ridden by the individual specified during the rental checkout process and as outlined in the Waiver, Release & Indemnification. No Exceptions!

→ Do you offer rental insurance?

No. We do not currently offer insurance on rented bikes and equipment.

→ What if the bike is stolen or damaged?

- The renter is held responsible for rental bikes and equipment from the time it is released to the renter's custody until the time it is checked back in.
- To avoid additional fees, make sure to always care for and protect your rented equipment as if it were your own. It should be returned in the same condition as it left..
- If needed, check your credit card and homeowner's policy for possible coverage.

→ How do you protect my privacy / information?

Under no circumstance do we provide unnecessary access to your personal or transaction information (except as required by law). All credit card transactions are conducted via a secure encrypted connection with either PayPal or STRIPE and we do not store your credit card information in our website or on-site.

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➔ What is KiwandaScoots.com?

We are a virtual bike share platform not affiliated with any other business. We do not have personnel or bikes inside any stores. We meet you with the bikes at an appointed place and time and bikes return to the same place.

More Questions?

Please feel free to contact us via email at kiwandascoots@gmail.com or call us at (541) 921-2426. If you have an existing booking please check the contact details on your confirmation and contact us directly for a speedy response.

COVID-19 Safety

We want to do everything we can to keep our community and staff safe during these unprecedented times. For the health and safety of our staff, customers, and community we are following these workplace practices:

- We routinely disinfect touch surfaces including every bike and equipment.
- We bring your bike in and meet you outside to grab your bike.
- We will have bikes ready for you at a contactless pickup location when you arrive.

Contactless Delivery means:

We'll deliver your item (s) to the front door of your hotel lobby, house or apartment. We'll knock/buzz, and greet you at your door while maintaining a six-foot social distance. Your signed Waiver Form is required and is left in a safe place for our team to pickup — for proof of delivery our team will quickly photograph your driver's license and order at your doorstep.

Stay well, be healthy, ride bikes.

~ Kiwanda Scoots!

Contact Us

10 am to 6 pm.

Phone: 541-921-2426

Email: kiwandascoots@gmail.com

Web: www.kiwandascoots.com

Stay In Touch

Kiwanda Scoots!
@kiwandascoots

Exclusive Fat Tire E-Bicycle Rentals for beach cruising and trail riding adventures off the beaten path on beautiful Cape Kiwanda, Oregon. 🚲 . . .
(541) 921-2426 - kiwandascoots.com

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