EBIKE DISCLAIMER

THE ATTENTION OF GUESTS WHO HIRE AND/OR USE THE BIKES IS DRAWN IN PARTICULAR TO THE WAIVERS OF LIABILITY SET OUT IN THIS DISCLAIMER

1. Beer Park Caravan Park has the health and safety of all its guests as a primary concern and takes reasonable precautions to ensure the health and safety of guests who hire and/or use the bikes in the park.

2. Guests who hire and/or use the bikes acknowledge and accept that riding bikes anywhere carries its own risks and that unfortunately, injuries and accidents, on occasion, occur. Guests hire and/or use the bikes entirely at their own risk and accept responsibility for their own personal health and safety. Guests further acknowledge and agree that they are responsible for ensuring the bikes are used in a safe and responsible manner and used following the bikes Rules of Hire.

3. Beer Head Caravan Park cannot accept any responsibility for death, personal injury or direct loss suffered by a guest who hires and/or uses the bikes, unless caused by the negligence or fraud of Beer Head Caravan Park.

4. Beer Head Caravan Park does not accept responsibility for any loss or damage suffered by a guest or any other third party resulting from or arising in connection with: the acts or omissions of a guest hiring and/or using the bikes, or the acts or omissions of any other third party not connected with Beer Head Caravan Park, or any event that could not have been predicted, prevented or avoided, taking reasonable care.

5. Beer Head Caravan Park is not responsible to a guest if a bike hire booking cannot be fulfilled as a result of circumstances which are outside the reasonable control of Beer Head Caravan Park.

6. Except for death and personal injury caused by the negligence or fraud of Beer Head Caravan Park’s, where there is no limit, Beer Head Caravan Park's total liability to a guest who hires and/or uses the bikes shall be limited to the total cost of that guest's hire.

7. These Conditions (including this Disclaimer [and the Rules of Hire) must be read in connection with and are incorporated as part of terms of the eBike Hire Agreement upon signature of the eBike Hire Agreement by a guest hiring and/or using the bikes (together the terms and conditions of hire). These terms and conditions are governed by English law under the exclusive jurisdiction of the English courts.