

BIKE RENTAL RULES

SUMMER SEASON 2018

1. When using a bike, every client is obliged to act without endangering health or life of themselves and others, or prejudicing themselves and others.
2. Every client is obliged to use bikes and/or bike equipment without damaging them, do their best to avoid any damage, secure the bikes and/or bike equipment so that they do not get stolen and avoid leaving the bikes unattended.
3. Once clients are given their bikes and/or bike equipment, they become responsible for damage related to the rented bikes and/or bike equipment. This applies to any kind of damage caused on the bikes and/or bike equipment while they are used or kept by the clients, if the bikes and/or bike equipment get lost, stolen, damaged or destroyed in accordance with § 420 and act no. 40/1964 Coll. Civil Code as subsequently amended. Any damage, loss or theft of the bikes and/or bike equipment caused by clients must be paid for to the operator based on the Price list of the operator which is valid in the summer season of 2018 and available at Tatry Motion facilities – bike rentals that are operated by the **Tatry mountain resorts, a. s.** company with the registered office at Demänovská dolina 72, 031 01 Liptovský Mikuláš, company number: 31 560 636, registered in the Commercial Register of District Court Žilina, Section: Sa, Insertion No.: 62/L (hereinafter referred to as “**TMR company**“ or “**operator**“).
4. Every client is obliged to report any damage on their bikes and/or bike equipment at the facility they have been given them and do so once the damage is caused during the opening times of the facility – on the day when the damage is caused. If any damage is caused after the opening times of the facility, it shall be reported immediately on the following day. Otherwise the respective client is liable for the damage resulting from failing to report the above mentioned incident. If any bike and/or bike equipment gets stolen, the respective client is also obliged to present a criminal complaint that they have filed at the police regarding the bike and/or bike equipment theft; or any other document issued by a public authority that would prove the theft of the bike and/or bike equipment has been reported.
5. Clients cannot do any repairs and/or technological changes on the bikes and/or bike equipment. Otherwise they are obliged to pay for all costs related to the repairs that are required to restore the original condition of the bikes and/or bike equipment.
6. Clients are entitled as well as obliged to use their bikes and/or bike equipment only for the standard purpose or for the purpose the bikes and/or bike equipment are meant for (e.g. not use a road bike in mountain bike terrain) in a way corresponding to the nature and purpose of the bikes and/or bike equipment.
7. Clients under the age of 15 can use bikes and/or bike equipment only if accompanied by a person over the age of 18 who is able to oversee the younger client(s) and is responsible for the young clients observing the rules.
8. While using the bike(s) and/or bike equipment, it is forbidden to consume alcohol and/or use narcotic drugs and psychotropic substances.
9. While cycling, every client is obliged to wear protective gear regardless the age. This applies mainly but not only to helmets, protective gear for elbows etc.
10. Every client uses their bike(s) at their own risk.
11. Every client must adapt the speed and manner of cycling to their personal abilities, the terrain, tracks, obstacles, potential dangerous sections and mainly but not only crossings with footpaths, tourist trails and roads.
12. Clients can cycle only along marked cycle routes, tracks and roads and must avoid sections which are not meant for cycling.

13. When cycling on roads, every client is obliged to respect the regulations of Act no. 8/2009 Coll. on Road Traffic and Amendments of some Acts as subsequently amended, all other related generally binding regulations and traffic signs.
14. The bike rental prices do not include Mountain rescue service insurance.
15. While using the bike(s) and/or bike equipment (from the moment they are given to the clients by the TMR company), every client is liable for any damage caused on the property, life or health of third parties or on the environment. TMR does not bear any responsibility for such damage. In the case of injury and/or damage and/or a traffic accident, every client is obliged to provide necessary help and report the injury to the respective public authorities (police department, ambulance etc.) as well as the operator without undue delay.
16. By buying products and/or using services, every client undertakes to respect the instructions of the operator's staff, the BIKE RENTAL terms and conditions and these rules as well as generally binding regulations related to the use of mountain resorts and road traffic, and national park rules in the case of cycling in national parks. By buying products and/or using services, every client declares that they have acquainted themselves with all rules specified in the previous sentence and accept them.
17. The operator reserves the right to refuse to provide services to clients or not to enable clients to use services or to prevent clients from using services temporarily or in future if the clients endanger or damage the property and/or interests of the operator or third parties, or life or property of themselves, the operator and/or other resort clients or road users by behaving inappropriately, or if they violate recommendations, instructions and restrictions of the operator's staff or other authorised individuals. The same applies also if any client is under the influence of alcohol or narcotic drugs and psychotropic substances when paying for and/or using the services.
18. The operation rules and opening times of bike rental facilities are specified by the TMR company. The TMR company is entitled to change the opening times, decide not to open, interrupt the operation or close the service facilities due to any reasons.
19. These bike rental rules come into force and become effective on 15th June 2018 and are in force and effective during the whole summer season of 2018.

In Tatranská Lomnica on 15/6/2018

Client's name and surname: _____

Date: _____

Signature: _____