



Waiver and Release of Liability

Vélo Presto provides a mobile bicycle repair services in the United Arab Emirates, and is pleased to service your bicycle. **Please review these important terms and conditions in relation to the provision of our services to you. We draw your attention to the fact that these terms and conditions include a general waiver and release of Vélo Presto's liability.**

1. You represent and warrant to Vélo Presto that you are the owner of the bicycle which you have asked Vélo Presto to service or repair.
2. You understand that Vélo Presto is an independent service provider and does not represent any bicycle manufacturing brand. You understand that having the bicycle repaired or serviced by Vélo Presto may void manufacturer or dealer warranties (if any).
3. While Vélo Presto follows best practice and endeavors to employ qualified personnel for the provision of the repair services, Vélo Presto, and any employee or person associated with Vélo Presto, makes no verbal or written warranties or representations, whether express or implied, regarding the services or any repairs performed by Vélo Presto, including without limitation regarding the completeness, security, reliability, quality, accuracy, availability or fitness for purpose of any services performed by Vélo Presto on your bicycle.
4. By accepting the bicycle and paying for the services provided by Vélo Presto, you confirm that the services and repairs have been completed in accordance with your instructions and that, after the services performed by Vélo Presto, the bicycle is safe for riding as you intend to.
5. You acknowledge that the use of the bicycle and the sport of cycling involves numerous risks, including the risks of serious injury and death. You assume all risks and hazards involved with riding your bicycle and assume all liability in case of loss of or damage to property, personal injury or death. Vélo Presto strongly recommends that you procure adequate insurance to cover the risks associated with the sport of cycling and the use of the bicycle.
6. In the event of any damages, accident or loss (including, without limitation, personal injury or death) suffered by you while operating your bicycle after Vélo Presto has performed repair services on it, irrespective of the cause of the damages, accident or loss, you hereby expressly waive any and all claims
- against Vélo Presto, its owners, shareholders, directors, general manager and employees (**Released Persons**) and release the Released Persons from any and all legal liability, including but not limited to liability arising from negligence or fault of the Released Persons, and agree not to sue or make a claim against, and to indemnify, defend and hold harmless the Released Persons from any and all claims and causes of action, liabilities, costs or losses for property damage or physical or mental injuries, or death relating to or in any manner connected with your use of the bicycle or any services performed by Vélo Presto on your bicycle. You also agree that this release binds your spouse, heirs, legal representatives, and assigns.
7. Except to the extent that applicable law requires such liability, Vélo Presto shall not be liable for any loss (even if such loss arises as a direct or immediate consequence of the event that generated the damages), nor for indirect, special, incidental, punitive or consequential damages of any kind whether under these terms or otherwise, even if Vélo Presto has been advised, knew or should have known of the possibility of such loss or damage. The maximum liability of Vélo Presto arising out of or in connection with these terms, whether such liability arises from a claim based upon contract, warranty, tort (including negligence and strict liability), or any other legal theory, shall not under any circumstance exceed the actual amount paid by you for the service provided by Vélo Presto.
8. You indemnify, defend and hold harmless the Released Persons from and against any and all losses, expenses, damages, and costs, including but not limited to reasonable attorney's fees, arising from or relating to Vélo Presto performance of services in your bike.
9. This waiver and release of liability form shall be construed broadly to provide a release and waiver to the maximum extent permissible under the laws of the UAE.

By signing below, you certify that you are at least 18 years of age, have read and fully understand this document and that you are aware that this is a waiver and release of liability, and that your signature is evidence of your intention to be bound by it.

(Signature)

(Name)

(Date)