

WAIVER OF LIABILITY AND ASSUMPTION OF RISK

Renter Assumes Risk of Injury: Renter assumes all risks, including death or serious bodily injury, which may result from the operation of the Bicycle, weather, altitude, accidents, etc. Renter acknowledges all the risks of operating a Bicycle on streets, roads, bike paths, bike lanes, and in traffic, including the risks of serious bodily injury or death from falling off the Bicycle, colliding with other Bicycles, motorcycles, motor vehicles or other objects, hitting potholes, or suffering sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, Bicycle malfunctions, and hazards relating to weather conditions. Despite knowing all associated risks, Renter freely assumes all risks of personal injury and/or damage in the operation of this Bicycle and Renter agrees to hold eBoost Bike Rentals harmless from all claims of injury or damage. Therefore, in consideration for the opportunity to rent a Bicycle for eBoost Bike Rentals, **to the fullest extent permitted by law, I assume all risks of injury, death, loss, or damage in any way resulting from my involvement with eBoost Bike Rentals. This assumption of risk includes any injury, death, loss, damage, or expense resulting from the negligence of eBoost Bike Rentals or its officers, employees and agents.**

Property left on Bicycle: eBoost Bike Rentals is not responsible for personal property left on the Bicycle. Renter agrees to indemnify eBoost Bike Rentals in this regard.

Wearing Safety Equipment - person signing agrees to wear any necessary safety equipment provided to him/her and that failure to do this: (1) can increase the potential for serious injury and death; and (2) totally relieves/absolves the parties released from any liability.

Release Of Liability, Waiver Of Claims And Indemnity Agreement: Understanding the risks described in this Agreement, to the fullest extent permitted by law, I, for myself, all of my family, including my spouse, minor children, and heirs and representatives, release and indemnify eBoost Bike Rentals, its owners, shareholders, directors, officers, members, managers, employees, guides, volunteers, agents, subcontractors, and all other persons or entities acting in any capacity on eBoost Bike Rental's behalf from any and all claims (INCLUDING CLAIMS RELATING TO THE SERVICES OR NEGLIGENCE OF eBoost Bike Rentals), demands for loss, damages, injuries, or any other causes of action relating in any way to my Bicycle rental, AND I AGREE THAT I, MY FAMILY AND MY HEIRS WILL NOT SUE EBOOST BIKE RENTALS OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, LOSS OF LIFE, OR DAMAGE RESULTS FROM EBOOST BIKE RENTAL'S NEGLIGENCE. If I, or anyone on my behalf, files a lawsuit or otherwise makes a claim against eBoost Bike Rentals, I agree to indemnify eBoost Bike Rentals and pay all damages, costs, fees, expenses and attorney's fees incurred by eBoost Bike Rentals in defending such a lawsuit or such claims. In no event will eBoost Bike Rental's liability to a Renter be greater than the amount of the fees paid by the Renter to eBoost Bike Rentals for Bicycle rental, even if the amount of damages suffered by the participant customer may be greater than this amount. Furthermore, in no event will eBoost Bike Rentals be liable for any indirect, special, implied, incidental, consequential or other damages, however caused, whether for breach of contract,

negligence or otherwise, and whether or not advised of the possibility of such damages occurring.

I, as a legal adult of 18 years or older (or as the parent/legal guardian of a minor named below) acknowledge the following. By signing below, I express my understanding and intent to enter into this Release and Waiver of Liability knowingly and voluntarily. I also express that (1) I HAVE FULLY READ THE WAIVER OF LIABILITY/RELEASE OF LIABILITY AND ASSUMPTION OF RISK, (2) FULLY UNDERSTAND ALL RIGHTS BEING GIVEN UP BY SINGING BELOW; AND (3) IS SIGNING IS VOLUNTARY AND ON MY OWN FREE WILL.

Signature

Date

Name of Participant:

First Name _____

Last Name _____

Email _____

Phone _____

Address _____

Name of Parent/Guardian

First Name _____

Last Name _____