



## ACKNOWLEDGMENT OF RISK AND RELEASE OF LIABILITY

**Celebration Bike Company LLC**

**d/b/a Celebration Bike Rentals and Tours**

**WARNING:** There are significant elements of risks in adventure, sports, or activity associated with the outdoors including riding a bicycle, the presence or use of motorized vehicles and activities incidental thereto (referred to herein as "activity"). Although we have taken responsible steps to provide you with appropriate equipment so that you can enjoy an activity, this activity is not without risks. Certain risks cannot be eliminated without destroying the unique character of the activity. The same elements that contribute to the unique character of the activity can cause loss or damage to equipment, accidental injury, illness, or in extreme cases permanent trauma or death. For your safety and that of other participants, prior to using our equipment it is important that you understand that these activities could cause severe injury. We do not want to frighten you to reduce your enthusiasm for this activity, but we do think it is important for you to know what to expect and to be informed of the inherent.

**COVID-19** is extremely contagious and is believed to spread mainly from person-to-person contact. As a result, federal, state, and local governments and federal and state health agencies recommend social distancing and have, in many locations, prohibited the congregation of groups of people.

You voluntarily assume all risks related to exposure to COVID-19

**ACKNOWLEDGMENT OF RISKS:** I acknowledge that the following describes some, but not all, of those risks: 1) Collision with any of the following: the bicycle or other equipment which I am an operator or passenger, other participants, other vehicles and man-made or natural objects; 2) Wind shear, inclement weather, lightning, variances and extremes of wind, weather, and temperature; 3) My sense of balance, physical condition, ability to operate equipment and/or follow directions; 4) Collision, sinking or other hazard which results in wetness, injury, exposure to the elements, hypothermia, and/or drowning; 5) Getting on or off the vehicle or equipment; 6) Travel, including travel to or from the activity; 7) The presence of insects and wildlife; 8)

Equipment failure or operator error; 9) Heat or sun related injuries or illness including sunburn, sunstroke, or dehydration; 10) Fatigue, chill and/or dizziness, which may diminish my/our reaction time and increase risk of an accident. I am (we are) aware that this activity may entail risks of injury or death: I/we understand the description of these risks is not complete and that the unknown or unanticipated risks may result in injury, illness, or death.

**EXPRESS ASSUMPTION OF RISKS AND RESPONSIBILITY:** I/we agree to assume responsibility for the risks identified herein and those risks not specifically identified. My/our participation in this activity is purely voluntary. No one is forcing me/us to participate. I verify that I am physically fit, not under the influence of alcohol or drugs at this time, and that I am sufficiently qualified, trained and capable to participate in these activities. Therefore, I assume full responsibility for myself, including any minor children for which I am responsible, and for bodily injury, accidents, illness, death, loss of personal property and expenses thereof as a result of any accident that may occur. I/we elect to participate in spite of the risks. I am responsible for protecting my skin and eyes from elements. I agree to follow and obey all pedestrian rights of way and traffic signs. I assume the risk(s) of personal injury, accidents and/or illness, including, but not limited to, sprains, torn muscles and/or ligaments; fracture or broken bones; eye damage; cuts, wounds, scrapes, abrasions and/or contusions; dehydration, drowning, oxygen shortage (anoxia) and/or exposure; head, neck and/or spinal injuries; bite or attack by animal, insect or other wildlife; allergic reaction; shock, paralysis or death.

**COVENANT OF GOOD FAITH:** I recognize that you, provider of services, will operate under the covenant of good faith and fair dealing, but you might find it necessary to terminate an activity due to forces of nature, medical necessities or other problems. You also reserve the right to terminate the participation of any person you judge to be incapable of meeting the rigors or requirements of participating in the activity. I accept your rights to take such actions for the safety of myself and/or other participants.

**INDEMNIFICATION:** I agree to indemnify, defend, and hold harmless Celebration Bike Company LLC, its owners, officers, employees, agents, and affiliates from any and all claims, actions, damages, costs, or expenses (including attorney's fees) arising out of or related to my participation in this activity, including claims brought by other participants or third parties.

**SEVERABILITY:** I agree that if any portion of this agreement is found to be invalid or unenforceable, the remaining provisions shall continue to be in full force and effect.

**AUTHORIZATION:** All bikes and equipment must be returned at the end of the rental period or it will be deemed as theft. If a bike is not returned in good condition at the end of the rental period that was paid for, you hereby agree to pay a fee of \$650 per bike.

**RELEASE:** In consideration of services and/or equipment provided, I, for myself, and any minor children for which I am a parent, legal guardian, or otherwise responsible, any heirs, personal representatives or assigns, agree that: Celebration Bike Company LLC d/b/a Celebration Bike Rentals and Tours heir principals, directors, officers, agents, employees, and volunteers, their

insures and each and every land owner, municipal and/or governmental agency upon whose property an activity is conducted and their insurers, if any, shall have no liability of any nature for any and all damage to me and other persons or properties as a result of any acts, omissions, or negligence of the owner or any other person (including myself) or entity and I hereby release and discharge owner and insurer, if any, for such damage.

**ELECTRONIC ACCEPTANCE:** By entering the provided lock code, I acknowledge that this waiver constitutes a legally binding agreement under the Uniform Electronic Transactions Act (UETA).

**HELMETS FOR BICYCLE RIDERS:** It is highly recommended that bicycle helmets be worn at all time to help avoid any possible injury. I will test and verify that the bicycle brakes are functional prior to leaving rental location.

I understand that in Florida a bicycle is legally defined as a vehicle. Bicycles have the same rights to the roadways and must obey the same traffic laws as the operators of other vehicles. These laws include stopping for all stop signs and red lights, using lights at night and riding with the flow of traffic as well as all other laws that pertain to operating a vehicle.

**I have read this acknowledgement of risk and release of liability. I understand that by using this lock code to unlock this bike I am waiving valuable legal rights.**