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## LAMA TREK RENTAL AGREEMENT, WAIVER OF LIABILITY AND RELEASE

Effective Date: **March 14, 2023**

PLEASE READ THIS AGREEMENT CAREFULLY. IT SETS FORTH THE LEGALLY BINDING TERMS AND CONDITIONS FOR YOUR USE OF LAMA TREK SERVICES. In consideration of your (“Rider,” “You” or “Your”) use of any of LAMA trek Services (as defined herein) provided by LAMA trek LLC (the “Company”), the Company requires that You (acting on behalf of all of Rider’s family, heirs, agents, affiliates, representatives, successors, and assigns) agree to all of the terms and conditions contained in this Rental Agreement, Waiver of Liability, and Release (“Agreement”). The Services provided by the Company include (1) the LAMA trek mobile application (the “App”) and the LAMA trek website, <https://lamatrek.com> (the “Site”); (2) LAMA trek Electric Vehicles (“Vehicle” or “Vehicles”); and (3) all other related equipment, personnel, services, applications, websites, and information provided, or made available, by LAMA trek (collectively, the “Services”). In addition to the Terms of Use, located at <https://lamatrek.com/terms-and-conditions>, that You expressly agreed to when you signed up to use the Services, You should CAREFULLY READ this Agreement in its entirety. THIS AGREEMENT CONTAINS RELEASES, DISCLAIMERS, AND ASSUMPTION-OF-RISK PROVISIONS AND A BINDING ARBITRATION AGREEMENT THAT LIMIT YOUR LEGAL RIGHTS AND REMEDIES. FOR MORE DETAILS, PLEASE REFER TO SECTIONS 9 AND 15 BELOW the Company expressly agrees to let, and the Rider expressly agrees to take on, the rental of the Vehicle subject to the terms and conditions set forth herein.

### 1. GENERAL RENTAL AND USE OF VEHICLE.

**1.1 Rider is Sole User.** The Rider is the sole renter and is solely responsible for compliance with all terms and conditions contained herein. You understand that when You activate a Vehicle, the Vehicle must be used only by You. You must not allow any other persons to use a Vehicle that You have activated.

**1.2 Rider is At Least 18 Years Old.** Rider represents and certifies that Rider is at least 18 years old. Persons under the age of 18 years old are prohibited from using or accessing the Services.

**1.3 Rider is a Competent Vehicle Operator.** Rider represents and certifies that Rider is familiar with the operation of the Vehicle and that Rider is reasonably competent and physically fit to ride the Vehicle. By choosing to ride a Vehicle, Rider assumes all responsibilities and risks, as more fully detailed in Section 15 of this Agreement, for any injuries or medical conditions, including death, as well as property damage, incurred while utilizing the Services. You are responsible for determining whether the conditions, including, without limitation, rain, fog, snow, hail, ice, heat or electrical storms, make it dangerous or hazardous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance in relation to all conditions, including, without limitation, the weather, visibility, surrounding environment and traffic conditions.

**1.4 Vehicle is the Exclusive Property of the Company.** Rider agrees that the Vehicle and any and all equipment attached thereto, at all times, remain the exclusive property of the Company. You must not dismantle, deface, write on, repair, or otherwise modify, a Vehicle, any part of a Vehicle, or other Company equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Vehicle in any way. You must not use a Vehicle, or any other Company equipment, for any advertising or other commercial purpose without the express prior written consent of the Company.

**1.5 Vehicle Operating Hours and Vehicle Availability.** Rider agrees and acknowledges that the Vehicles are not available 24 hours a day, 7 days/week, 365 days per year. Vehicles must be rented within the maximum rental time limits set forth below. There is a finite number of Vehicles, and the Company does not guarantee Vehicle availability.

**1.6 Vehicle May be Used and/or Operated only in.** Rider agrees to only use, operate, and/or ride the Vehicle in the fleet’s defined city limits.

**1.7 Rider Must Follow Laws Regarding Use and/or Operation of Vehicle.** Rider agrees to follow all laws pertaining to the use, riding, parking, charging, and/or operation of the Vehicle, including all applicable federal, state and local laws, including any rules and regulations pertaining to vehicles in the area where You are operating the Vehicle, including, but not limited to, any helmet laws. Rider also agrees to act safely, and with courtesy and respect toward others while using the Services.

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**1.8 Prohibited Acts. Rider agrees to the following:**

- a. The Company advises against operation of a Vehicle while carrying or holding a briefcase, backpack, bag, or other item that can alter balance or impair safe operation of the Vehicle. If You choose to bring such an item onto a Vehicle, such item must fit snugly to Your body and not impede, in any way, Your ability to safely operate the Vehicle.
- b. You must not place objects on the handlebar of the Vehicle which in anyway interferes with your ability to properly and safely operate the Vehicle.
- c. While riding a Vehicle, You must not use any cellular telephone, text messaging device, mobile communications device, portable music player, or any other device that may distract You from safely operating the Vehicle or the use of which is otherwise prohibited by any applicable laws, rules or regulations.
- d. You must not operate a Vehicle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to operate a Vehicle safely or otherwise impair your judgment.
- e. Only one rider is permitted on a Vehicle at any time.
- f. No animals or pets are permitted to ride on a Vehicle.
- g. You may only use locking mechanisms provided by the Company. You may not add another lock to the Vehicle or lock a Vehicle to anything.
- h. The Vehicle must be parked at a lawful parking spot, in an upright position using the kickstand. The Vehicle cannot be parked on unauthorized private property, in a locked area, or in any other unapproved, non-public space. You should not park the Vehicle in heavily trafficked areas if the Vehicle is in danger of being knocked down.

**1.9 Vehicle is Intended for Only Limited Types of Use.** Rider agrees that Rider will not use the Vehicle for racing, mountain riding or stunt or trick riding. Rider agrees that Rider will not operate and/or use the Vehicle on unpaved roads, through water (beyond normal urban riding) or in any location where the use of the Vehicle is prohibited, illegal and/or a nuisance to others. Rider agrees that Rider will not use the Vehicle for hire or reward, nor use it in violation of any applicable law, rule, ordinance or regulation.

**1.10 Weight and Cargo Limits.** You must not exceed the maximum weight limit for the Vehicle which is 300 lbs.

**1.11 No Tampering.** You must not tamper with; attempt to gain unauthorized access to; or otherwise use the Services other than as specified in this Agreement.

**1.12 Reporting of Damage or Crashes.** Rider must report any accident, crash, damage, personal injury or stolen or lost Vehicle to the Company as soon as possible. Additionally, Rider must file a report with the local police department within 24 hours of (i) an incident involving personal injury or property damage; or (ii) the theft of a Vehicle. Rider agrees that he/she is responsible and liable for all claims, costs and expenses related to Rider's use of the Services, including, but not limited to, any misuse, consequences, demands, causes of action, losses, liabilities, damages, injuries, deaths, property damage, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to (i) Rider's use of a Vehicle; or (ii) a stolen or lost Vehicle.

**1.13 Rider Responsibility for Vehicle Use and Damage.** Rider agrees to return the Vehicle to the Company in the same condition in which it was rented, provided, however, Rider will not be responsible for normal wear and tear of the Vehicle.

**1.14 Electric Vehicle.** The Vehicle is an electric Vehicle that requires periodic charging of its battery in order to operate. Rider agrees to use and operate the Vehicle safely and prudently in light of the Vehicle being an electric Vehicle, including all of the limitations and requirements associated therewith. Rider understands and agrees with each of the following:

- a. The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (depending on time, distance and speed), and that as the level of charge power of the Vehicle decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety.)
- b. The level of charging power in the Vehicle at the time Rider initiates the rental or operation of the Vehicle is not guaranteed and will vary with each rental use.
- c. The rate at which the Vehicle will lose its charge is not guaranteed and may vary (i) based on several factors, including, but not limited to, road conditions, weather conditions and the Rider's weight; and (ii) from Vehicle to Vehicle.
- d. It is Rider's responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate before initiating operation of the Vehicle.
- e. The distance and/or time that Rider may operate the Vehicle before it loses charging power is never guaranteed.
- f. The Vehicle may run out of charging power and/or cease to operate at any time during Rider's rental of the Vehicle, including prior to returning the Vehicle.

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**1.15 Insurance. YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS OR DAMAGES INVOLVING A VEHICLE OR DAMAGE TO A VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT.**

## **2. PAYMENT AND FEES.**

**2.1 Fees.** Rider may use the Vehicle on a pay per ride basis or as otherwise in accordance with the pricing provided on the App or the Website. If there is a conflict between the pricing provided on the App and the Website, the pricing provided on the Website shall govern. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by the Company. The Company will charge the Rider (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement.

**2.2 Promo Codes.** Promo codes for discounts are one-time offers and can be redeemed only via the App. The Company reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

**2.3 Maximum Rental Time and Charges.** The maximum rental time for a Vehicle is 24 hours. Rider agrees that Rider will return the vehicle to the rental location from which Rider originally rented the Vehicle (the "Original Rental Location"). Rider may then rent the Vehicle again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return of the Vehicle. The maximum charge for a Vehicle per calendar day is \$50.00 (the "Max Daily Charge"). After returning the Vehicle, Rider will be charged the lesser of (i) the accumulated rental charges for such rental period, or (ii) the Max Daily Charge. Vehicles not returned to the Original Rental Location within 48 hours will be considered lost or stolen, and (i) Rider may be charged up to \$500.00; and (ii) a police report may be filed. The Company may also charge an additional service fee of \$75.00 per 24-hour period in excess of the in initial 24-hour rental period where the Vehicle is not lost or stolen.

**2.4 Valid Credit Card or Debit Card.** To be registered to use the Services, Rider must provide the Company with a valid credit or debit card number and expiration date. Rider represents and warrants to the Company that Rider is authorized to use any credit or debit card Rider furnishes to the Company. Rider authorizes the Company to charge the card for all fees incurred by Rider. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by the Company. If Rider disputes any charge on Rider's credit or debit card account, then Rider must contact the Company within 10 business days from the end of the month in which the disputed charge was incurred, and provide the Company with all information necessary to identify such disputed charge, including, but not limited to, the date of the rental, the Original Rental Location and the approximate start and end times of the rental. Rider agrees to immediately inform the Company of all changes relating to the card.

**2.5 Pick-Up Fees.** If You are unable to return a Vehicle to the Original Rental Location, and You request that the Vehicle be picked up by Company staff, the Company, in its sole discretion, may choose to charge You a pick-up fee up to \$25.00 (the "Pick Up Fee"). If any Vehicle rented under Your account is abandoned without notice, You will be responsible for all rental fees until the Vehicle is recovered by the Company and deactivated, in addition to any Pick-Up Fee. All fees, including the Pick-Up Fee, are subject to change.

**2.6 Security Deposit.** Upon renting a Vehicle, Rider will be charged a refundable security deposit in the amount of \$50.00. Such security deposit will be refunded to the Rider upon the return of the Vehicle in same condition as when it was initially rented, normal wear and tear excepted.

## **3. ADDITIONAL TERMS OF USE.**

**3.1 Safety Check.** Before each use of a Vehicle, Rider shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear or tear or any other visible and obvious mechanical issues or maintenance needs. Rider agrees (i) not to ride the Vehicle if there are any noticeable issues with respect to the foregoing; and (ii) to immediately notify the Company's customer service of any such issues.

**3.2 Lost or Stolen Vehicle.** A Vehicle may be deemed lost or stolen if (i) the Vehicle is not returned within 24 consecutive hours of being rented; (ii) the Vehicle's GPS unit is disabled (iii) the Vehicle is parked on unauthorized private property, in a locked area or in any other non-public space; or (iv) other facts and circumstances that suggest to the Company in its reasonable, good faith determination that a Vehicle has been lost or stolen. The Company and You agree that the last Rider of a Vehicle shall be responsible for a lost or stolen Vehicle unless facts and circumstances clearly suggest otherwise to the Company in its reasonable, good faith determination. If the Company deems a Vehicle lost or stolen, the Company shall have the authority to take any and all actions it

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deems appropriate (with respect to the last Rider of a Vehicle or otherwise), including, without limitation, (i) obtaining restitution and other appropriate compensation and damages; and (ii) filing a police report with local authorities. Rider agrees that the data generated by the Company's computer is conclusive evidence of the period of use of a Vehicle by a Rider. Rider agrees to report Vehicle disappearance or theft to the Company immediately upon learning of such disappearance or theft.

**3.3 Helmets; Safety.** The Company recommends that all Riders wear a Snell, CPSC, ANSI or ASTM-approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. The Company and all other Released Persons (as defined in Section 15 of this Agreement) do not represent or warrant the quality or safety characteristics of any helmet, and Rider agrees that no Released Persons is liable for any injury suffered by Rider, including death, while using any of the Services, whether or not Rider is wearing a helmet at the time of injury. Rider assumes all risk of not wearing a helmet or other protective gear. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

**3.4 Vehicle Routes.** Rider agrees that the Company does not provide or maintain places to ride Vehicles, and that the Company does not guarantee that there will always be a safe place to ride a Vehicle. Roads, sidewalks, vehicle lanes, and vehicle routes may become dangerous due to weather, traffic or other hazards.

**3.5 Limitations on Vehicle Rental.** Rider agrees that the Company is not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. The Company provides Vehicles only as a convenience, and such rental availability is intended to be used only by those persons who (i) are able and qualified to operate a Vehicle on their own; and (ii) who have agreed to all of the terms and conditions of this Agreement.

**3.6 Limitations on Availability of the Services.** The Company makes every effort to provide the Services 365 days per year, but the Company does not guarantee that the Services will be available at all times. Access to the Services is also conditioned on the availability of Vehicles. The Company does not represent or warrant the availability of any the Services or the availability of any Vehicle at any time. Rider agrees that the Company may require Rider to return a Vehicle at any time, and Rider agrees to do so.

#### **4. TERMINATION.**

**4.1 Termination by the Company.** The Company may, in its sole discretion, unilaterally terminate Rider's right to use the Services without notice or cause. Rider may terminate Rider's use of the Services at any time; provided, however, that (i) the Company is not required to provide any refund as a result of Rider's termination; and (ii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement shall remain in full force and effect, in accordance with its terms and conditions, following any termination of a Rider's right to use any of the Services regardless of whether the Company, the Rider or a third party was responsible for terminating the use of the Services.

**5.1 Confidentiality of Information; Privacy Policies.** You understand and agree that all personal information pertaining to Riders that is held by the Company, including, all names, addresses, phone numbers, email addresses, passwords, payment information and other information, will be kept by the Company in accordance with its privacy policy located at <https://lamatrek.com/privacy-policy>.

**6. License to Image and Likeness.** For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily and irrevocably: (i) give Your full and unconditional consent to the Company and its affiliates, successors, and assigns to use at any time, and from time to time, without restriction, Your appearance and voice in photographs, videos and other recordings related to Your use of the Services, on all mediums, including on websites, and for all press, promotional, advertising, publicity and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (ii) grant to the Company and its affiliates, successors, and assigns (a) the right to photograph, videotape and otherwise record Your appearance and voice related to Your use of the Services, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as the Company may decide in its sole discretion, such photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising and publicity; and (iii) waive, release, and discharge all Released Persons from all Claims (as defined in Section 15 of this Agreement) that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright or violation of any right granted by You in this Section 6.

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**7. Notices.** All communications and notices herein shall be in writing and shall be deemed given if delivered personally, telecopied or emailed (with confirmation), mailed by registered or certified mail (return receipt requested) or delivered by an express courier (with confirmation) to the parties at the following addresses (or at such other address for a party as shall be specified by like notice):

655 Duke Street  
Northumberland, PA 17857  
[contact@lamatrek.com](mailto:contact@lamatrek.com)

**8. Choice of Law; Dispute Resolution.** All matters relating to the Service and this Agreement and any dispute or claim arising therefrom or related thereto (in each case, including non-contractual disputes or claims), shall be governed by and construed in accordance with the internal laws of the Commonwealth of Pennsylvania without giving effect to any choice or conflict of law provision or rule (whether of the Commonwealth of Pennsylvania or any other jurisdiction).

Any legal suit, action or proceeding arising out of, or related to, this Agreement or the Service shall be instituted exclusively in the federal courts of the United States or the courts of the Commonwealth of Pennsylvania, in each case located in the Federal Court for the Middle District of Pennsylvania. You waive any and all objections to the exercise of jurisdiction over You by such courts and to venue in such courts.

**9. Binding Arbitration and Class Action Waiver.** LEASE READ THIS SECTION CAREFULLY – IT MAY SIGNIFICANTLY AFFECT YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO FILE A LAWSUIT IN COURT.

**9.1 Initial Dispute Resolution.** Rider support is available via the App to address any concerns you may have regarding this Agreement or Your use of a Vehicle (the “Support Process”). Prior to initiating arbitration, the parties agree to first conduct good faith negotiations through the Rider Support Process and to put forth their best efforts in order to settle any dispute, claim, question or disagreement.

**9.2 Binding Arbitration.** Any controversy or claim arising out of or relating to this Agreement, or the breach hereof, shall be settled by arbitration pursuant to the Commercial Arbitration Rules of the American Arbitration Association, and judgment on the award rendered by the Arbitrator(s) shall be binding, conclusive and non-appealable and may be entered in any court having jurisdiction thereof.

**9.4 Class Action Waiver.** The parties further agree that any arbitration shall be conducted in their individual capacities only and not as a class action or other representative action, and the parties expressly waive their right to file a class action or seek relief on a class basis. YOU AND THE COMPANY AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. If any court or arbitrator determines that the class action waiver set forth in this paragraph is void or unenforceable for any reason, or that an arbitration can proceed on a class basis, then the arbitration provision set forth above shall be deemed null and void in its entirety and the parties shall be deemed to have not agreed to arbitrate disputes.

**9.5 Litigation of Intellectual Property and Small Claims Court Claims.** Notwithstanding the parties’ decision to resolve all disputes through arbitration, either party may bring an action in state or federal court to protect its intellectual property rights (“intellectual property rights” means patents, copyrights, moral rights, trademarks, and trade secrets, but not privacy or publicity rights). Either party may also seek relief in a small claims court for disputes or claims within the scope of that court’s jurisdiction.

**10. Waiver and Severability.** No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that, for any reason, any other or others of them may be invalid or unenforceable in whole or in part.

**11. Cumulative Remedies.** All rights and remedies granted under accordance with or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

**12. Final Agreement; Modification.** This Agreement contains the complete, final and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider’s consent, the Company may unilaterally amend, modify, or change this

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Agreement, in its sole discretion. By continuing to use any of the Services after any amendment, modification or change, Rider has agreed to be bound by all such amendments, modifications and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications and changes. Whenever a change is made to this Agreement, the Company will post a notification on the Site. The pricing set forth on the Site or the App supersedes all pricing set forth in this Agreement.

**13. Contract Interpretation.** The headings in this Agreement do not affect the interpretation of this Agreement. “Or” is not to be exclusive in its meaning. “Including” means “including, but not limited to.” Unless the context otherwise requires, words in the singular number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine and neuter pronoun forms.

**14. Voluntary Execution of this Agreement.** This Agreement is entered into voluntarily, with consideration, and without any duress or undue influence on the part of, or on behalf of, the Company. Rider acknowledges that he/she (i) has read this Agreement; (ii) understands the terms, conditions and consequences of this Agreement, including the releases contained herein; and (iii) is fully aware of the legal and binding effect of this Agreement.

**15. RELEASES; DISCLAIMERS; ASSUMPTION OF RISK.** In exchange for Rider being allowed to use the Services, Vehicles, and any other equipment or related information provided by the Company, Rider agrees to fully release, indemnify, and hold harmless (i) the Company and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, professionals; (ii) rental location property owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, assigns, and professionals; (iii) to the fullest extent permitted by law, any Municipality (including its elected and appointed officials, officers, employees, agents, contractors, and volunteers) with which the operators have contracted with to provide the Services; and (iv) every sponsor of any of the Services and all of the sponsor’s owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, professionals, successors, and assigns, (collectively, the “Released Persons”) from liability for all “Claims” arising out of, or in any way related to, Rider’s use of the Services, Vehicles, or related equipment, including, but not limited to, those Claims based on Released Persons’ alleged negligence, breach of contract and/or breach of express or implied warranty, except for Claims based on Released Persons’ gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims.

“Claims” means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorney’s fees, whether incurred at trial, on appeal, or otherwise), damages (including but not limited to, for personal injury, wrongful death, property damage, and injury to rider or to third parties, consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (i) any of the Services, including any of the Vehicles, placement, equipment, maintenance, related information, or this Agreement; or (ii) Rider’s use of any of the foregoing. **RIDER ACKNOWLEDGES AND AGREES THAT, TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE ENTIRE RISK ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICES OR ANYTHING THAT RELATES TO, REMAINS WITH RIDER. NEITHER THE COMPANY, ANY RELEASED PARTY NOR ANY OTHER PARTY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICES, WILL BE LIABLE FOR ANY INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, OR FOR ANY DAMAGES FOR PERSONAL OR BODILY INJURY OR EMOTIONAL DISTRESS ARISING OUT OF OR IN CONNECTION WITH (I) THIS AGREEMENT; (II) THE USE OF OR INABILITY TO USE THE SERVICES; (III) ANY COMMUNICATIONS, INTERACTIONS OR MEETINGS WITH OTHER USERS OR OTHER PERSONS WITH WHOM YOU COMMUNICATE, INTERACT OR MEET WITH AS A RESULT OF YOUR USE OF THE SERVICES; (IV) ANY AND ALL USES OF THE SERVICES INCLUDING THE WEBSITE, APP, PRODUCTS AND SERVICES AND/OR (V) YOUR MISCONDUCT OR NEGLIGENT USE OF THE SERVICES, OR THE NEGLIGENCE OR MISCONDUCT OF A THIRD PARTY WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY, AND WHETHER OR NOT THE COMPANY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. TO THE FULLEST EXTENT PERMITTED BY LAW, AND AS TO RIDER’S USE OF ANY OF THE SERVICES, VEHICLES, OR RELATED EQUIPMENT, THE COMPANY AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE SERVICES, VEHICLES, AND RELATED EQUIPMENT ARE PROVIDED “AS IS” AND “AS AVAILABLE,” AND RIDER RELIES ON THEM AT RIDER’S OWN RISK.**

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Rider is aware that Rider's use of any of the Services, Vehicles, and related equipment involves obvious and not-so-obvious risks, dangers and hazards that may result in injury or death to Rider or others and damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Risks, dangers, and hazards, include, but are not limited to:

- a. vehicles and other objects;
- b. pedestrians;
- c. traffic;
- d. malfunction of Vehicle or any components;
- e. road conditions;
- f. weather conditions;
- g. failure to follow applicable laws regarding use and/or operation of the Vehicle pursuant to Section 1.7;
- h. commission of any of the prohibited acts listed in Section 1.8;
- i. failure to perform the required safety check pursuant to Section 3.1;
- j. failure to wear a helmet, whether or not required by law; and negligent acts or omissions by the Company, any other Released Person, Rider or third party.

Rider is solely responsible for any and all injury or damage caused by Rider's use of the Services and/or any related equipment, that is part of, or related to the Services, regardless of whether such injury is caused to you or to others. Rider is solely and fully responsible for the safe operation of Vehicle at all times. Rider agrees that Vehicles are machines that may malfunction, even if the Vehicle is properly maintained and that such malfunction may cause injury. Rider assumes full and complete responsibility for Rider's use of the Services, including, but not limited to, all related risks, dangers and hazards associated with, or arising pursuant to, Rider's use of the Services, and Rider further agrees that the Company is not responsible for any injury, death, damage, harm or cost that you cause, or is otherwise related to, your use of the Services.

**TO THE FULLEST EXTENT PERMITTED BY LAW, THIS RELEASE AND HOLD HARMLESS AGREEMENT INCLUDES ANY AND ALL CLAIMS RELATED TO, OR ARISING FROM, THE SOLE OR PARTIAL NEGLIGENCE OF THE COMPANY, THE RELEASED PARTIES, ANY MUNICIPALITY, RENTAL LOCATION PROPERTY OR ANY OTHER PARTY. RIDER HEREBY EXPRESSLY WAIVES ANY CLAIMS AGAINST THE RELEASED PARTIES, ANY MUNICIPALITY, RENTAL LOCATION MANAGER OR ANY OTHER PARTY WHICH RIDER DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF USE OF THE SERVICES, AND EXPRESSLY WAIVES RIDER'S RIGHTS UNDER ANY STATUTES THAT PURPORT TO PRESERVE RIDER'S UNKNOWN CLAIMS.**

Signature on the next page.

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**RIDER ACCEPTANCE OF AGREEMENT**

**I certify that I have read and expressly agree to the terms and conditions of the Section 15 Releases; Disclaimers; Assumption of Risk, and I acknowledge that this Section 15 limits my legal rights and remedies. I intend my assent to this Agreement to be a complete and unconditional release of all liability to the greatest extent permitted by law. I represent and certify that I am familiar with the operation of the Vehicle, and I am reasonably competent and physically fit to ride the Vehicle; and I further certify that:**

- a. I am the Rider
- b. I am at 18 years old or older
- c. I will wear a helmet where required to do so by law
- d. I will not ride a Vehicle with another occupant
- e. I will obey all traffic laws
- f. I will ride at my own risk
- g. I have read and expressly agree to the terms and conditions set forth in this Agreement.

\_\_\_\_\_  
Name of Rider

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date