

Maverick E-Bikes n Trikes LLC

E-Bike Rental Waiver and Release of Liability

This E-Bike Rental Waiver and Release of Liability (“Agreement”) is executed by the undersigned (“Renter”) in favor of Maverick E-Bikes n Trikes LLC (“Company”). By renting an electric bicycle or electric tricycle (“E-Bike”) and equipment (Equipment) from the Company, the Renter acknowledges and agrees to the following terms and conditions:

1. Acknowledgment of Risks

- The Renter acknowledges that riding an e-bike involves inherent risks, dangers, and hazards, including, but not limited to, the following:
- The risk of physical injury or death due to accidents or collisions with pedestrians, vehicles, other cyclists, or obstacles.
- The risk of mechanical failure or malfunction of the e-bike during operation.
- The risk of adverse weather conditions affecting the e-bike’s performance and stability.
- The risk of physical strain, overexertion, or other injuries related to the operation of the e-bike.
- The Renter understands and accepts that these risks are part of using the e-bike and agrees to ride the e-bike with full awareness of these dangers.

2. Assumption of Risk

By signing this waiver, the Renter acknowledges and voluntarily accepts all risks associated with renting and riding an e-bike, including risks that may result from the Renter’s own negligence or the negligence of others. The Renter understands that riding an e-bike can result in serious injury or death, and accepts all responsibility for any such outcomes.

3. Release of Liability

- To the fullest extent permitted by law, the Renter hereby agrees to release, discharge, and hold harmless the Company, its officers, employees, agents, contractors, volunteers, and affiliates (collectively, “Releasees”) from any and all claims, demands, actions, causes of action, or liability, including but not limited to claims of negligence, arising from or in any way connected to the use of the e-bike, whether caused by the actions or omissions of the Releasees, or otherwise.
- This release extends to, but is not limited to, injuries or damages caused by:
- The operation, use, or maintenance of the e-bike.
- Negligence by the Company or any of its employees or agents.
- Defective or malfunctioning equipment.
- The Renter’s failure to follow safety guidelines, instructions, or laws.
- The Renter’s own actions, including improper use, recklessness, or intoxication.

4. Indemnification

- The Renter agrees to indemnify, defend, and hold harmless the Releasees from and against any and all claims, liabilities, losses, damages, costs, and expenses (including attorney fees) arising from any injury, death, or property damage caused by the Renter's use of the e-bike, whether caused by the Renter's own actions or negligence, or the actions of any third party.
- 5. Safety Guidelines
- The Renter agrees to:
- Follow all applicable traffic laws, rules, and regulations while operating the e-bike.
- Wear a properly fitted helmet at all times while riding the e-bike.
- Not operate the e-bike under the influence of alcohol, drugs, or any substance that may impair the Renter's ability to safely operate the e-bike.
- Not operate the e-bike in any manner that is reckless or in violation of any laws or safety guidelines.
- Inspect the e-bike before use for any visible damage or malfunction and notify the Company of any concerns, along with signing the pick-up and drop-off form.

6. Age and Fitness Requirements

The Renter affirms that they are at least 18 years of age and physically capable of operating the e-bike. If the Renter is under 18 years of age, a parent or legal guardian must sign this waiver on the Renter's behalf, assuming full responsibility for the minor's actions.

7. Rental Period and Return

The Renter agrees to return the e-bike to the Company at the agreed time and in the same condition it was rented. The Renter understands and agrees to pay for any damage, loss, or theft of the e-bike during the rental period, as well as any fees for late returns or failure to comply with the terms of the rental.

8. Cancellation Policy

- If your plans change prior to 72 hours, no problem! Your reservation can be rescheduled, subject to availability, or we can issue you a refund. Reservations made within 72 hours of a scheduled event are final and cannot be changed. In addition, no-shows and non-cancelled rentals will be charged for the reservation in full.
- If your reservation is cancelled less than 48 hours before your reservation, the cancellation fee is the price for a Full Day Rental, and 10% of the total fees for multi-day reservations.
- If your reservation is cancelled less than 24 hours before your reservation, the cancellation fee is the price for a Full Day Rental
- Please note that all cancellations must be received via email or phone and confirmed by Maverick E-Bikes n Trikes LLC.

9. No Warranty

The Company makes no representations or warranties regarding the condition of the e-bike, including any implied warranties of merchantability or fitness for a particular purpose. The Renter understands that the e-bike is provided "as is" and assumes full responsibility for its operation and maintenance during the rental period.

10. Property left on E-Bicycle

Maverick E-Bikes n Trikes LLC is not to be held responsible for the loss of personal property and / or personal property left on the E-Bicycle.

11. Credit Reserves and Payments by Credit Card

- Renter understands that Renter must pay in full an amount (to be used against the final bill) equal to the estimated total charge for the E-Bicycle rental at the rates indicated on the website and confirmed over the phone and via e-mail. Maverick E-Bikes n Trikes LLC accepts payment by credit card or Cash. Renter authorizes Maverick E-Bikes n Trikes LLC to charge Renter's credit card any amounts due from Renter as a result of the E-Bicycle rental.
- Charges for loss and/or damage to the E-Bicycle: Renter understands that all charges are not final and are subject to audit of the returned E-Bike. Renter specifically agrees and authorizes Maverick E-Bikes n Trikes LLC to make any charges by credit card if there is damage beyond normal wear and tear.

12. Prohibited Use of the E-Bike

The Renter will not use or permit the E-Bicycle to be operated in a test, race, contest, or in any location that operation would be illegal or a nuisance to others. Renter will not use or permit the E-Bicycle to be used for illegal purposes. A violation of this paragraph automatically terminates the rental and makes the Renter liable to Maverick E-Bikes n Trikes LLC for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

13. Damage to E-Bike

In case of loss and/or damage to the E-Bike, theft or vandalism, regardless of fault, Renter agrees to pay Company the corresponding E-Bike value / damages / costs of repair / diminution in value. If the E-Bike is damaged beyond reasonable repair (as determined by the Company), renter shall be responsible for the retail fair market value. In addition, Renter shall also be responsible for the towing, pick-up and/or storage charges and the administrative fees, as determined by the Company or specified by law. In the event of theft, the Renter shall be responsible for paying loss of use at the daily rate for each 24 hours Renter delays in paying the total loss. The Renter is also responsible for any loss if Renter: (1) abuses the E-Bike or violates any prohibited use or operation as specified in this Agreement; (2) rides recklessly; (3) rides while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and Maverick E-Bikes n Trikes LLC; (5) fails to complete an accident report; (6) obtains the E-Bicycle through fraud or misrepresentation; or (7) uses the E-Bicycle for an illegal purpose. Renter authorizes Maverick E-Bikes n Trikes LLC to collect from a responsible third party any applicable loss and/or damage. In the event Maverick E-Bikes n Trikes LLC obtains a recovery from a third party after Renter has paid Maverick E-Bikes n Trikes LLC for all or part of any loss, Maverick E-Bikes n Trikes LLC will refund to Renter any excess above the amount.

14. Accidents-Third Party Claims

Maverick E-Bikes n Trikes LLC will not be held responsible if Renter causes injury to another person or if Renter damages another E-Bicycle, vehicle or personal property of another. Renter agrees to indemnify and defend Maverick E-Bikes n Trikes LLC and pay any claim brought by a third party arising out of Renter's use of the E-Bike and for any liability associated with any personal accident/injury as a result of Renter's use of the E-Bike.

15. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of South Carolina, without regard to its conflicts of law principles.

16. Severability

If any provision of this Agreement is deemed invalid or unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

17. Acknowledgment of Understanding

- I agree that I am of 18 years of age, and promise to ride safely, in control at all times and with consideration for all other users of the either road or local trail systems.
- I shall abide by local biking rules for the trails and greenbelt, and all posted rules and regulations of the trail system.
- I agree that I shall not share, or allow others to ride the E-BIKE for which I am renting from the Company
- I agree to keep the E-BIKE in clean and in excellent working condition during the rental period. If I break any part of the E-BIKE, I agree to replace the part or component (or the E-BIKE in its entirety) at the fair market value of the replacement item.
- I accept full responsibility for the electric bike equipment rented and agree to pay for any damage to the Equipment and replace the Equipment at full retail value if not returned by the agreed date.
- I understands that e-biking requires certain physical strength and entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to self, to Maverick E-Bikes n Trikes LLC, to property, or to third parties. I am aware of the risks, dangers and hazards associated with electric biking and the rental of electric biking equipment and I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.
- I acknowledge that I am in sound physical and mental condition, able to ride an E-Bicycle, capable to make informed, objective decisions. I have no known physical, medical or mental condition which would impair my ability to ride an E-Bicycle, or else I understand I assume all risks that may be created, directly or indirectly, by any such condition.
- I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability I may cause or suffer while riding the E-Bicycle, else I understand I must solely bear the costs of such injury or damage and all related costs.
- I acknowledge the Safety Guidelines, that I asked supplementary questions and have been instructed accordingly (as applicable). I acknowledge that I have been advised to stay far from wild animals, wear an approved helmet and other protective equipment such as elbow/ forearm and knee/shin armour when free riding or downhill. I am aware that electric biking is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the Equipment, including all quick release mechanisms, brakes and gear shifters.
- I acknowledge that I have read this Agreement, fully understand its contents, and have had the opportunity to ask questions or seek legal counsel if desired.

- All Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Release: The parent and the Rider have read, understand and agree to comply with this Release. By signing this document, the parent or guardian agrees to each of the provisions above, including to indemnify and hold the Company, its officers, directors, agents or employees harmless from any and all claims brought by the Rider or resulting from the Rider's actions, whether the Company, its agents or employees are negligent or not, the parent or guardian has reviewed this agreement, has explained the importance of following biking rules, reviewed them with the Rider and certifies that the Rider is familiar with the use of the Equipment and that Rider can safely and competently use the Equipment as required herein.

By signing below, the Renter voluntarily agrees to all of the terms and conditions set forth herein.

Renter's Name: _____

Renter's Signature: _____

Date: _____ **Contact Number:** _____

If the Renter is under 18, the parent/guardian must sign below:

Parent/Guardian Name: _____

Parent/Guardian Signature: _____

Date: _____ **Contact Number:** _____