



## **Equipment Demonstration and Purchase Agreement, Waiver and Release of Liability**

Micro-mobility and related Equipment (now known as MMRE) Assumption of Risk:

I understand and accept that demonstrating this MMRE and participating in MMRE exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in MMRE. I choose to participate in MMRE despite these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of demonstrating this MMRE and participating in MMRE. I understand the inherent risk involved in using this equipment; accept full responsibility for all such damage or injury which may result.

**Waiver and Release:** In consideration of PONEEZ demonstrating me this MMRE, I specifically release and forever discharge PONEEZ and its owners, officers, agents, and employees from all liability or claims for injury, illness, death, or loss of or damage to property which I may suffer while demonstrating this MMRE and participating in MMRE. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death, or damage caused by the negligence of PONEEZ or its officers, agents, or employees. It is my intent by the Waiver and Release Agreement to release PONEEZ and hold it harmless from all liability for any such property loss or damage, personal injury, or loss of life, whether caused by the negligence of PONEEZ or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death, or damage occurs to me while I'm engaged in demonstrating this MMRE or participating in MMRE, I will have no right to make a claim or file a lawsuit against PONEEZ or its officers, agents, or employees, even if they or any of them negligently cause my injury, illness, death, or damage.

**I hereby commit to always wearing a helmet while riding the MMRE.**

**I understand that this activity may result in severe injury.**

**I understand that accessories such as child seats and trailers can change the dynamics of cycling and can create additional risks for the cyclist and the rider or passenger.**

**I understand that this activity may result in hazards posed by other MMREs and traffic or road conditions.**

**I understand how to operate the demonstration MMRE's gears and brakes and adjust the seat and quick releases.**

**PONEEZ staff has answered any questions I have had.**

**I have carefully read and understand the above. I understand this is an assumption of risk, waiver and release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.**

Conditions of Demonstration:

Wherever user herein, the term "equipment" shall include any equipment rented from PONEEZ. The customer understands and agrees that the equipment described in this contract remains the property of PONEEZ and that the failure by the customer to return said equipment to PONEEZ within the time provided in this contract may constitute a crime and subject the customer to criminal prosecution. **RESONSIBILITY FOR DAMAGE OR LOSS:** Customer agrees he/she will return the equipment in the same good condition as when received, ordinary wear and tear accepted, and to repair or replace lost or stolen, damaged or broken parts (including



flat tubes and damaged tires), and/or to reimburse PONEEZ for said equipment. Therefore, regardless of the party at fault, customer understands and agrees to be responsible for the damage to said equipment. SUBLEASING PROHIBITED: Customer understands and agrees that any subleasing or reletting of demonstration equipment is prohibited and that any reletting or sublease shall immediately cause termination and cancellation of this contract.

CUSTOMER LIABILITY: Customer shall assume liability for any and all damage or loss to personal property, accident/injury to other persons related to said equipment.

TERMINATION OF AGREEMENT: Customer agrees that PONEEZ has the right to terminate this agreement at any time and retake possession of said equipment and for said purpose. PONEEZ may enter upon the premises of the customer without being liable for trespass.

DEPOSIT: To rent, we require a reimbursable \$100 damage deposit in the form of credit card charge plus the driver's license of one member of the party. Any deposit given by the customer shall be applied to and guarantee the faithful performance of all the provisions of this agreement and all repairs necessary to said equipment. If any action is brought to enforce any of the terms of conditions of this agreement, or to recover any sums due to hereunder, customer agrees to pay attorney fees, court costs, or other expenses. LATE RETURN FEE: An additional hourly, half day or full day(s) demonstration fee, depending on actual time of return, will be charged for each hour, half day or full day customer keeps equipment after the return time/date specified. All equipment must be returned directly to PONEEZ or to PONEEZ's pre-arranged shuttle.

I AGREE NOT TO RIDE OR USE DEMONSTRATION EQUIPMENT IN ANY LAKE, RIVER OR LEAVE UNSHELTERED IN PRECIPITOUS ENVIRONMENTS.

I AGREE NOT TO CHANGE OR SUBSTITUTE PARTS ON THE EQUIPMENT.

I UNDERSTAND THAT I SHOULD NOT CLEAN THE EQUIPMENT BEFORE RETURNING IT.

I AGREE NOT TO RIDE ON TRAILS THAT ARE CLOSED OR TO TRESPASS ON POSTED LAND.

I ACKNOWLEDGE FULL RESPONSIBILITY FOR THE SAFETY OF MY GROUP AND AGREE THAT ALL MEMBERS WILL RIDE SAFELY AND RESPONSIBLY.

I UNDERSTAND THAT I AM RESPONSIBLE FOR RETURNING ALL EQUIPMENT LISTED BELOW AND THE COST OF ANY LOST OR DAMAGED GEAR WILL BE CHARGED TO MY CREDIT CARD.

FINALLY, I AGREE TO COMPLY WITH ALL CONDITIONS OUTLINED IN THIS CONTRACT.

