

**LIABILITY WAIVER AND RELEASE FORM**

**Capital City E-Bike Rental**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

### **1. Acknowledgment of Risk**

I, the undersigned, acknowledge and agree that my use of an electric bike ("e-bike") rented from Capital City E-Bike Rental involves inherent risks, including but not limited to risks of injury or death due to falls, collisions, exposure to weather conditions, mechanical failures, or other hazards. I voluntarily assume all risks, whether known or unknown, associated with the use of an e-bike, including but not limited to any risks that may arise from the negligence or carelessness of others, including Capital City E-Bike Rental.

### **2. Release of Liability**

In consideration for being allowed to rent and use an e-bike from Capital City E-Bike Rental, I hereby release, discharge, and hold harmless Capital City E-Bike Rental, its owners, agents, employees, and contractors from any and all liability, claims, demands, or causes of action that I may have now or in the future arising from my participation in e-bike rental services.

This waiver and release applies to all claims for injury, disability, death, or property damage, whether caused by negligence or otherwise, to the fullest extent permitted by law.

### **3. Agreement to Follow Safety Rules**

I agree to:

* Wear a helmet and other protective gear provided by Capital City E-Bike Rental at all times while operating the e-bike.
* Follow all local traffic laws and e-bike regulations, including speed limits and restrictions on bike paths or trails.
* Use the e-bike only for its intended purpose and refrain from any reckless or dangerous activities.
* Immediately notify Capital City E-Bike Rental of any issues or concerns with the e-bike during the rental period.

### **4. Assumption of Responsibility**

I agree to take full responsibility for any damage to the e-bike or equipment rented to me during the rental period and will cover any costs for repair or replacement. I also agree that any damages caused by my actions to third parties or property will be my sole responsibility.

### **5. Medical Condition**

I hereby certify that I am physically fit and have no medical condition that would prevent me from safely operating an e-bike. I also confirm that I am at least 18 years of age and legally permitted to operate an electric bicycle.

### **6. Governing Law**

This waiver and release shall be governed by and construed in accordance with the laws of the state of Michigan, without regard to its conflict of law provisions. Any legal action or claim related to this agreement must be brought in the courts located in [Insert County], Michigan.

### **7. Severability**

If any portion of this waiver is held to be invalid or unenforceable, all remaining provisions shall continue in full force and effect.

### **8. Signature and Agreement**

By signing below, I acknowledge that I have read, understood, and agree to the terms of this waiver. I understand that this is a legally binding document and that I am giving up certain legal rights, including the right to sue, by signing it.

**Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**