

PURSUIT & PADDLE

Cowichan Valley, BC | www.pursuitandpaddle.ca

E-BIKE RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the "Release Agreement")

WARNING: BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT. PLEASE READ CAREFULLY!

1. PARTICIPANT INFORMATION

Full Legal Name (First, Last)

Date of Birth (YYYY-MM-DD)

Email Address

Phone Number

Emergency Contact Name

Emergency Contact Phone

Mailing Address (Street, City, Province, Postal Code)

2. DEFINITIONS

ORGANIZATION: Pursuit & Paddle (operated by Mike & Julie Willing) and its directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred to as "the Releasees").

ACTIVITIES: In this Release Agreement, the term "E-Biking" shall include all activities, events, or services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees, including but not limited to: e-bike rental and guided or self-guided rides; orientational and instructional sessions; travel and transport; and all other activities connected with e-biking or the rental of e-bike equipment.

EQUIPMENT: Refers to the e-bike(s), helmet(s), lock(s), and any other accessories or gear provided by Pursuit & Paddle for the duration of the rental period.

Initials

3. AGE REQUIREMENT & ELIGIBILITY

In accordance with the Motor Assisted Cycle (E-Bike) Regulation, BC Reg 64/2024, the following age requirements apply:

E-Bike Class	Min. Rider Age	Key Restrictions
Standard E-Bike (up to 500W / 32 km/h)	16 years	Throttle & pedal assist; helmet required
Light E-Bike (up to 250W / 25 km/h)	14 years	Pedal assist only; no throttle

Participants under 19 are considered minors under BC law and **MUST** have a Parent/Guardian complete the Minor Consent section (Section 10). Minors under the minimum riding age may ride only as passengers on an e-bike designed and equipped for passengers, with signed Parent/Guardian consent.

Initials

4. RENTAL AGREEMENT

I accept full responsibility for the e-bike equipment rented ("the Equipment") and agree to the following:

- ☐ I will return the Equipment in the same condition it was received, normal wear excepted.
- ☐ I agree to pay for any damage caused by misuse, negligence, or failure to follow operating instructions.
- ☐ I agree to replace the Equipment at full retail value if lost, stolen, or damaged beyond repair.
- ☐ I will not allow any unauthorized person to operate the Equipment.
- ☐ I will return the Equipment by the agreed date and time. Late returns may incur additional charges.

Initials

5. E-BIKING SAFETY ACKNOWLEDGMENT

PURSUIT & PADDLE

Cowichan Valley, BC | www.pursuitandpaddle.ca

I acknowledge and agree to the following safety provisions:

- ☐ I agree to wear an approved bicycle helmet at all times while riding (mandatory under BC law).
- ☐ I am aware that e-biking is subject to all applicable municipal and provincial traffic regulations.
- ☐ I have received instruction on proper use of the Equipment, including brakes, gears, pedal-assist, throttle (if applicable), and battery.
- ☐ I am physically fit and capable of operating an e-bike with no impairing medical conditions.
- ☐ I will obey all traffic laws, yield to pedestrians, ride with the flow of traffic, and use hand signals.
- ☐ I will not operate the Equipment under the influence of alcohol, cannabis, or any impairing substance.

Initials

6. ASSUMPTION OF RISKS

I am aware that e-biking involves many inherent risks, dangers, and hazards, including but not limited to:

- Mechanical failure or malfunction of the Equipment, including brakes, tires, motor, or battery
- Loss of balance, control, or inability to control speed and direction
- Variation or steepness in terrain; uneven, slippery, or unpaved surfaces
- Rapid or uncontrolled acceleration, particularly on hills and inclines
- Changing weather conditions, including rain, wind, fog, or extreme temperatures
- Travel on public roads, paths, and trails shared with vehicles, pedestrians, and other cyclists
- Encounters with domestic and wild animals
- Collision with pedestrians, motor vehicles, cyclists, or fixed objects
- Becoming lost or separated from one's party
- Negligence of other participants, road users, or third parties

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH E-BIKING AND THE OPERATION OF E-BIKE 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.

Initials

7. RELEASE OF LIABILITY, WAIVER OF CLAIMS & INDEMNITY AGREEMENT

In consideration of the Releasees allowing me to participate in e-biking and to use their Equipment and facilities, I hereby agree as follows:

RELEASE OF LIABILITY: TO WAIVE ANY AND ALL CLAIMS THAT I MAY HAVE NOW OR IN THE FUTURE AGAINST THE RELEASEES AND TO RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, EXPENSE, OR INJURY, INCLUDING DEATH, THAT I MAY SUFFER OR THAT MY NEXT OF KIN MAY SUFFER, AS A RESULT OF MY PARTICIPATION IN E-BIKING, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF THE RELEASEES.

WAIVER OF CLAIMS: TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO THE PROPERTY OF, OR PERSONAL INJURY TO, ANY THIRD PARTY, RESULTING FROM MY PARTICIPATION IN E-BIKING.

INDEMNITY: I AGREE TO INDEMNIFY AND SAVE HARMLESS THE RELEASEES FROM ANY AND ALL CLAIMS, DEMANDS, ACTIONS, OR COSTS THAT MAY ARISE FROM MY PARTICIPATION IN E-BIKING, WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

Initials

8. EQUIPMENT DAMAGE & LOSS POLICY

I understand and agree to the following damage and loss provisions:

- ☐ I am financially responsible for any damage to or loss of the Equipment during the rental period.
- ☐ I will report any mechanical issues, damage, or accidents to Pursuit & Paddle staff immediately.
- ☐ I authorize Pursuit & Paddle to charge the credit card on file for repair or replacement costs.
- ☐ Damage assessment upon return is final per Pursuit & Paddle determination.

Initials

9. ACKNOWLEDGMENT & PARTICIPANT SIGNATURE

I have read and understood this Release Agreement. I am aware that by signing this agreement, I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, and assigns may have against the Releasees.

I confirm that I am of the minimum age required to operate the class of e-bike being rented, or that I am a minor with a completed Parent/Guardian consent (Section 10). I have signed this agreement voluntarily and without inducement.

PURSUIT & PADDLE

Cowichan Valley, BC | www.pursuitandpaddle.ca

Signature of Participant

Date (YYYY-MM-DD)

Printed Name of Participant

10. PARENT / GUARDIAN CONSENT FOR MINORS

REQUIRED: This section must be completed by a parent or legal guardian for any participant under 19 years of age, or for any minor riding as a passenger on an e-bike equipped with a passenger seat.

I, the undersigned, am the parent or legal guardian of the minor named below. I have read this Release Agreement in its entirety, understand its contents, and agree to the following on behalf of the minor:

- ☐ I confirm the minor meets the minimum age requirement, or will ride only as a passenger on a properly equipped e-bike.
- ☐ I consent to the minor's participation in e-biking activities with Pursuit & Paddle.
- ☐ I accept the risks, dangers, and hazards described in this Release Agreement on behalf of the minor.
- ☐ I agree to the release, waiver, and indemnity provisions on behalf of the minor and on my own behalf.
- ☐ I assume full financial responsibility for any damage to or loss of Equipment caused by the minor.
- ☐ I confirm the minor is physically fit and capable of participating safely.
- ☐ I agree to ensure the minor wears an approved helmet and follows all safety instructions at all times.

Minor's Full Legal Name

Minor's Date of Birth (YYYY-MM-DD)

Parent/Guardian Full Legal Name

Relationship to Minor

Parent/Guardian Email

Parent/Guardian Phone

Signature of Parent/Guardian

Date (YYYY-MM-DD)

Printed Name of Parent/Guardian

11. RENTAL DETAILS (STAFF USE ONLY)

PURSUIT & PADDLE

Cowichan Valley, BC | www.pursuitandpaddle.ca

E-Bike ID / Asset Number:	E-Bike Class (Standard / Light):
Rental Start Date & Time:	Rental End Date & Time:
Helmet Issued (Y/N):	Lock Issued (Y/N):
Staff Name:	Staff Initials:

Equipment Condition Notes (checkout):

Equipment Condition Notes (return):

This waiver is governed by the laws of the Province of British Columbia and the applicable laws of Canada. Disputes arising from this agreement shall be resolved in the courts of British Columbia. This document is intended for use as both a print and digital-friendly form. For questions, contact Pursuit & Paddle directly.