

_____ Bikes are maintained on a daily basis. It is the responsibility of the client to check the bike at the store BEFORE setting out on any ride.

Customer agree to return the bike in clean, UNDAMAGED condition to avoid any ADDITIONAL charges for repair, maintenance or replacement. Customer accepts use of the equipment, AS IS, in good condition and accepts full responsibility for care of the equipment while under his/her possession. Damaged parts or components will be repaired/replaced at the shop's discretion and customer agrees to pay regular shop rates and retail prices for components replaced. Clean condition means normal wear and tear is accepted but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats or other parts from misuse and/or crashes. Note: all bikes should be returned clean of mud and debris. Any bike not returned cleaned will be assessed a 1 hour additional fee. Hourly and Daily rentals are due back 15 minutes before closing time. Late returns are subject to fees.

Customer agrees to provide SEASIDE SCOOTERS with credit card details, for precautionary use only:

I Authorize SEASIDE SCOOTERS to charge the credit card they have on file for me for eventual costs in case of damages to the bicycle(s) during my rental period, comprehensive of labor, except in the case that I can demonstrate other's faults with evidence and all necessary information for reimbursement. In case of theft, I will be responsible for reimbursing SEASIDE SCOOTERS for the original price of the bicycle(s), plus the cost of any accessories that were provided at the time of the bike rental.

_____ (signature)

SEASIDE SCOOTERS ASSUMPTION OF RISK, WAIVER AND RELEASE AGREEMENT

Assumption of Risk: I understand that renting this bicycle and participating in bicycling exposes me/my child to many hazard that may entail unavoidable risk of death, personal injury (including but not limited to spinal and head injury) and loss of or damage to property. I also understand I/ my child should be in good physical health to participate in bicycling, and I confirm that I/my child have no significant health issues that prevent me/my child from participating in bicycling. I/ my child no medical conditions, nor have I/my child been diagnosed with a condition that prevents me from bicycling. In spike of the aforementioned risks and acknowledgements, I hereby assume all risk of injury or loss of life to myself/my child and loss of or damage to property arising out of renting this bicycle and participating in bicycling. I understand the inherent risk involved in using this rental bicycling equipment and accept full responsibility for any all such damage or injury which may results.

Waiver and Release: In condition of Seaside Scooters renting me/my child this bicycle, I specifically release and forever discharge Seaside Scooters and its' affiliates, officers, agents, and employees from any and all liability or claims of injury, illness, death or loss of or damage to property which I/my child may suffer while renting this bicycle and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of Seaside Scooters or affiliates, officers, agents or employees. It my intent by the Waiver and Release Agreement to release Seaside Scooters 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 Seaside Scooters 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/my child while I am engaged in renting this bicycle or participating in bicycling, I will have no right to make a claim or file a lawsuit against Seaside Scooters or its' affiliates, officers, agents or employees, even if they or any of them negligently cause my/my child's injury, illness, death or damage.

_____ I understand that there is no bike riding on the boardwalk **except early morning until 11AM.**

_____ I understand that this activity may result in severe injury, including but not limited to spinal or head injury.

_____ I understand that this activity may result in hazards posed by other bicycles and traffic and road conditions.

_____ I understand that there are no bicycle lanes in Seaside Heights, NJ.

_____ Seaside Scooters staff have answered any questions I have had.

_____ I understand these bicycles may not have visibility enhancement equipment such as blinking lights.

_____ Locks are provided and are to be used at all times when bicycle is not in use.

_____ I understand that the cost for lost or damaged bikes is \$190.00; helmet \$25.00; lock or lock key \$10.00; and bell \$7.00.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT. I AM AWARE 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.

DATE: _____ PRINT NAME _____

ADDRESS: _____

TELEPHONE # _____

SIGNATURE _____

EMAIL _____

By signing I am agreeing that I am releasing Seaside Scooters from any claims, lawsuits or responsibilities. The undersigned has read this AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY.

FURTHERMORE I AGREE TO THE TERMS OF SEASIDE SCOOTERS - BICYCLE RENTAL AGREEMENT ABOVE