

# **PARTICIPANT AGREEMENT RELEASE AND ASSUMPTION OF RISK**

In consideration of the services of *Budget RV Rentals*, its affiliates, property owner, agents, owners, officers, volunteers, employees, and all other persons or entities acting in any capacity on their behalf, (collectively referred to in this agreement as Operator), I hereby agree to release, indemnify, defend, and discharge Operator, on behalf of myself, my spouse, or my domestic partner, my children, my parents, my heirs, assigns, personal representative and estate as follows:

Bike # \_\_\_\_\_ Date Checked Out: \_\_\_\_\_ Date Checked Back-In \_\_\_\_\_

\_\_\_\_\_ Electric Bikes rented out by Operator are not to be ridden off road, on the beach, sand, or through water. Renter agrees to pay an additional \$100 cleaning fee if violation of this rule occurs.

\_\_\_\_\_ Bikes are to be ridden in bike lane and/or shared lanes and renter must follow all local traffic laws and rules of the road.

\_\_\_\_\_ Helmets must be worn by renter at all times under California law. (Type 2 electric bike)

\_\_\_\_\_ Lost, stolen, or damaged e-bike is the responsibility of the renter and shall be liable for repairs or replacement of e-bike of up to \$750.

1. I acknowledge that my participation in electric bike activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks cannot be eliminated without jeopardizing the essential qualities of the activity. The risks include, among other things: slip & falls; accidents involving other electric bikes; collision with fixed objects or people; exposure to the elements could cause sunburn, dehydration, heat exhaustion, heat stroke, and heat cramps; equipment failure or operator error; accidents involving other vehicles, pedestrians; collision with fixed or movable objects, broken bones, concussions, cuts, bruises, sprains, strains; musculoskeletal or other injuries including head, neck, and back injuries; the negligence of other operators of vehicles or myself; weather conditions; my own physical condition; contact with animals or insects and latent equipment defects. Furthermore, Operator personnel have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate with full knowledge of and in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify, defend and hold harmless Operator against any and all claims, demands, losses, damages, obligations, liabilities or causes of action of any nature or kind whatsoever, which are in any way connected with my participation in this activity or my use of or reliance on Operator, equipment, personnel instruction, training, services, or facilities, including any such claims which allege negligent acts or omissions of Operator and resulting from any breach of my obligations under this agreement.
4. Should Operator or anyone acting on their behalf, be required to incur attorney's fees and costs to enforce or defend itself pursuant to this (Agreement), I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am

willing to assume the risk of any medical or physical condition I may have that may adversely affect or be adversely affected by my participation in this activity.

6. I covenant not to sue, and will never directly or indirectly institute any legal, equitable, administrative, or other action, complaint, or proceeding against Operator, arising from or pertaining to Operator's services, equipment, facilities, or my participation in this activity. In the event that notwithstanding my covenant not to sue I file a lawsuit or other action, complaint, or proceeding against Operator, I agree to do so solely in the state of California, and I further agree that the substantive law of California shall apply in that action without regard to the conflict of law rules of California. I agree that if any portion of this Agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect. By signing this document, I acknowledge that if anyone is hurt or property is damaged during my participation in this activity, I may be found by a court of law to have waived my right to maintain a lawsuit against Operator on the basis of any claim from which I have released them herein. I also agree that this document is valid for subsequent visits and participation at Operator's. I have had sufficient opportunity to read this entire document.
7. I acknowledge and understand that Operator will rely on my agreement to the terms set forth in this Agreement and that, but for my agreement to such terms, Operator would not provide services to me or to any minor on whose behalf I am entering into this agreement. I have read this Agreement in full, I understand the meaning and effect of its terms, and I agree to be bound by such terms.

Please fill in your name & Address (required): \_\_\_\_\_

Please fill in your phone number (required): \_\_\_\_\_

Your signature (required): \_\_\_\_\_ Date: \_\_\_\_\_

**PARENT'S OR GUARDIAN'S ADDITIONAL INDEMNIFICATION (Must be completed for participants under the age of 18, but older than 16 of age.) In consideration of;**

Please fill in minor's name: \_\_\_\_\_

("Minor") being permitted by Operator to participate in its activities and to use its equipment and facilities, I hereby voluntarily release, forever discharge and further agree to indemnify, defend and hold harmless Operator from any and all claims, demands, losses, damages, obligations, liabilities, or causes of action of any nature or kind whatsoever, which are brought by, or on behalf of Minor, and which are in any way connected with such use or participation by Minor to the same extent as set forth above.

Parent or Guardian (sign here): \_\_\_\_\_

Please fill in your name: \_\_\_\_\_

Please fill date: \_\_\_\_\_