

Pricing:

Rental eBikes up to 750W \$65 per day (10am to 6pm) comes with 110V battery charger

for reservation please call us 332 270 3073 or email poconoeride@gmail.com

We do delivery and pick up 1 to 4 bikes - \$45 each way ,more then 4 bikes FREE (up to 25 miles per GPS)

Test Ride/Rental Waiver Form

Renter name Address
ID with photo and Credit card #

THIS RELEASE STATES THAT YOU ACCEPT FULL RESPONSIBILITY FOR ANY PERSONAL INJURY AND/ OR DAMAGE TO EQUIPMENT PROVIDED BY EBIKE CENTRAL FOR RENTAL OR TEST RIDE USE. Welcome to Pocono eRdie eBikes(PRB) rental that's included off-road dirt bikes rental. Rider must be min.16Y to rent a ebike with valid ID and credit card(\$500 security deposit) . eBikeShop LLC is not taking any responsibility if any accidents or injuries happens when riding any rental vehicles. Renter is fully responsibility for renting equipment(fees apply)

These terms and conditions are important and affect your legal rights, so please read them carefully. Note that our terms and conditions contain a mandatory arbitration provision that requires the use of arbitration on an individual basis and limits the remedies available to you in the event of certain disputes.

By (a) accessing or using the websites, mobile applications or blogs (collectively, the "Sites") provided by or on behalf of PRB or our subsidiaries or other affiliates (collectively, "PRB," "we," "us" or "our") that link to these terms and conditions or (b) ordering, receiving or using any sightseeing tour bus or bus ride, boat cruise or tour, bike rental or bike tour (hereinafter referred to as "Services") offered by PRB through the Sites, street ticket sellers or through any third party retailer, online or e-commerce platform, mobile application, blog or other third party channel (collectively, "Third Party Channels") ((a) and (b) together, the "Products"), you agree to be bound by these Terms and all of the terms incorporated herein by reference, including our privacy policy. If you do not agree to these terms and conditions, you may not access or use the Sites, order, receive or use the Products.

PRB reserves the right to change or modify these terms and conditions at any time and in our sole discretion. If we make changes to these terms and conditions, we will provide notice through the Sites or updating the "Revision Date" date at the beginning of these Terms. By continuing to access or use the Sites or order, receive or use Products, you confirm your acceptance of the revised terms and conditions and all of the terms incorporated therein by reference. We encourage you to review the terms and conditions frequently to ensure that you understand the terms and conditions that apply when you access or use the Sites or order, receive or use the Products. If you do not agree to the revised terms and conditions, you may not access or use the Sites or order, receive or use the Products.

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LIABILITY AND WARRANTIES DISCLAIMER

By accessing or using the websites and mobile applications provided by or on behalf of PRB or our subsidiaries or other affiliates or ordering, receiving or using any Services offered by PRB through the Sites, street ticket sellers or through any third party retailer, online or e-commerce platform, mobile application, blog or other third party channel, I hereby agree to the following:

In consideration of the risk of physical injury, pain, property damage, direct or consequential loss, any other damage, delay, inconvenience, however caused, and any other dangers associated with the participation in a sightseeing tour bus or bus ride, boat cruise or tour, bike rental or bike tour known as the Services operated by the company (hereinafter referred to as "PRB") or any of its affiliates or other third parties, I hereby for myself, my heirs, executors, administrators, assigns, or personal representatives, release, waive and discharge PRB, and any of PRB's directors, officers, employees, representatives, and agents from any liability and warranties for and from any and all claims including but not limited to negligence, physical injury, property damage, accidents, illnesses, pain, regardless of severity.

I hereby assert that my participation is voluntary and that I knowingly assume all risks associated with the aforementioned Service, and I waive any and all rights, claims, or causes of action arising out of my participation in the Service.

I agree to indemnify and hold harmless PRB for any and all claims, suits or actions of any kind that would be associated with me or anyone on my behalf, including but not limited to legal fees and any related costs that may arise from such actions.

I agree that any dispute, controversy or claim arising out of or in regards to this liability and warranties disclaimer shall be settled by binding arbitration in accordance with the laws of New York State, before a single arbitrator of the American Arbitration Association ("AAA"). The arbitration process including but not limited to payments, administration and fees will be conducted under the AAA regulations and rules.

You and PRB agree that any dispute arising out of or related to these terms and conditions or the Services offered by PRB is personal to you and PRB and that such dispute will be resolved solely through individual arbitration and will not be brought as a class arbitration, class action or any other type of representative proceeding. You and PRB agree that there will be no class arbitration or arbitration in which an individual attempts to resolve a dispute as a representative of another individual or group of individuals. Further, you and PRB agree that a Dispute cannot be brought as a class or other type of representative action, whether within or outside of arbitration, or on behalf of any other individual or group of individuals.

I HAVE READ THIS LIABILITY AND WARRANTIES DISCLAIMER, I ACKNOWLEDGED THAT I FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY AGREEING TO THESE TERMS AND CONDITIONS, AND HAVE AGREED TO THE TERMS AND CONDITIONS FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME AND INTEND MY AGREEMENT TO THESE TERMS AND CONDITIONS TO BE COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

Renter signature : Date :

INDEMNIFICATION

To the fullest extent permitted by applicable law, you agree to indemnify, defend and hold harmless PRB, and our respective past, present and future employees, officers, directors, contractors, consultants, equity holders, suppliers, vendors, service providers, parent companies, subsidiaries, affiliates, agents, representatives, predecessors, successors and assigns (individually and collectively, the "PRB Parties"), from and against all actual or alleged PRB Party or third party claims, damages, awards, judgments, losses, liabilities, obligations, penalties, interest, fees, expenses and costs of every kind and nature whatsoever, whether known or unknown, foreseen or unforeseen, matured or unmatured, or suspected or unsuspected, in law or equity, whether in tort, contract or otherwise (collectively, "Claims"), including, but not limited to, damages to property or personal injury, that are caused by, arise out of or are related to (a) any use or misuse of the Sites, Content, Products, or Services by you or any third party you authorize to access or use such Sites, Content or Products, (b) any User Content you create, post, share or store on or through the Sites or our pages or feeds on third party social media platforms, (c) any Feedback you provide, (d) your violation of these terms and conditions, and (e) your violation of the rights of another. You agree to promptly notify PRB of any third party Claims, cooperate with the PRB Parties in defending such Claims and pay all fees, costs and expenses associated with defending such Claims (including, but not limited to, attorneys' fees and expenses, court costs, costs of settlement and costs of pursuing indemnification and insurance). You further agree that the PRB Parties shall have control of the defense or settlement of any third party Claims. This indemnity is in addition to, and not in lieu of, any other indemnities set forth in a written agreement between you and PRB.

REFUNDS

All sales are final. There are No Refunds on any used or unused services.

ACCIDENT OR LOSS

Customers are responsible to guard and take care of all personal property. PRB is not responsible for lost, stolen, or missing items.

PRB does not assume any responsibility or liability for any damage, injury, loss, inconvenience, traffic conditions, access to sites, delays, additional costs incurred, or any other conditions for any reason pertaining to PRB Services.

PRB is not liable for any loss, damage, delay, inconvenience, direct or consequential loss, however caused.

GENERAL

PRB reserves the right to cancel, change, or substitute any or all offers and/or prices and/or services and/or equipment without prior notice at any time.

DRUGS AND ALCOHOL

The consumption of drugs or alcohol are prohibited on the ebikes and eDirt bikes at all times of riding.

CUSTOMER CONDUCT

PRB may at its discretion require any Customer to leave a tour if PRB deems their conduct a risk to his/her safety or to the safety of other Customers, or offensive or a nuisance to other Customers.

FEES

By purchasing on this Website or over the phone I hereby acknowledge and accept that different fees may be applied, collected and used at the company's sole discretion.

The Company reserves the right, at its sole discretion, to add, remove, change, modify, increase or decrease any fees at any time without prior notice to any product sold.

SECURITY OF YOUR INFORMATION

We use administrative, technical, and physical security measures to help protect your personal information. While we have taken reasonable steps to secure the personal information you provide to us, please be aware that despite our efforts, no security measures are perfect or impenetrable, and no method of data transmission can be guaranteed against any interception or other type of misuse. Any information disclosed online is vulnerable to interception and misuse by unauthorized parties. Therefore, we cannot guarantee complete security if you provide personal information.

POLICY FOR CHILDREN

We do not knowingly solicit information from or market to children under the age of 13. If you become aware of any data we have collected from children under age 13, please contact us using the contact information provided below.

CONTACT US

If you have questions or comments about bike rental, please contact us. You can visit our contact page via www.poconoeride.com

fees: eBike lost \$800 , lost charger eBikes \$50 , damage repair a calculated per hourly rates \$75

I'm accepting all terms and condition including all fees Renter/Test Rider signature:Date:.....