

Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement, for the benefit of Utah eBike Adventures, LLC, dba eBike Adventure Tours & Rentals (“UEA”), and the “Releasees” set forth herein

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING.

NAME OF PARTICIPANT: _____

DATE: _____

PHONE NUMBER: _____

ADDRESS: (STREET, CITY, STATE, ZIP CODE)

I, the above-named person, being above age eighteen (18), or the parent or legal guardian of the above-named person who is under age eighteen (18), in consideration of the services of Utah eBike Adventures, LLC, dba eBike Adventure Tours & Rentals (“UEA”), the rate charged for those services, or the worth of them as freely given, and the right to engage in the Activities as a participant, hereby acknowledge, agree, promise and covenant with UEA, and all persons, entities, employees and agents, on behalf of myself, heirs, assigns, personal representative and next of kin:

- 1. RENTAL PERIOD:** I agree the use and/or rental of UEA eBike(s) and/or equipment (referred to hereinafter as “Property”) is for the time period checked below:
- () a _____ hour period at _____ per hour;
 - () a half day consisting of four hours; or
 - () a full day consisting of eight hours.

I understand and agree that I will be charged for any late return at the rate of \$20 per hour, or any portion thereof. **I further agree to allow UEA to place a hold on my credit card to pay for any and all damages to UEA Property, or any late charges incurred. A summary of charges for potential damages to the Property is detailed below. I agree if UEA’s property is not returned I agree to pay the full cost of the property value. I agree there will be no refund of the rental fee unless a cancellation is given in writing at least 24 hours proper to the reservation.**

a. Cost Schedule for damages (per individual item; 1 hour of labor assumed)

eBIKE --	\$2,000
Battery	\$500
Handlebar	\$300
Basket	\$50
Column	\$120
Wheel or tire	\$90

Lights (each)	\$25
Wheel Covers	\$18
Fenders	\$100
Remote Key w/ HMI	\$280
Steering Column	\$125
Helmet	\$35
Etc...	

2. **eBIKE PICKUP AND RETURN:** Participant understands that eBike pickup and orientation is generally scheduled within their designated timeframe on the day of the rental. If the Participant wishes to pick up later or earlier than scheduled, the Participant may coordinate a time with UEA to do so. Participant further acknowledges that the eBike must be returned within the date and timeframe on their confirmation. Participant agrees to return the eBike to UEA in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and time frame and at the location specified by UEA. Participant understands that there may be a rate or special charge(s) if Participant returns the eBike at a different date or location than indicated on the Reservation Order.

3. **ACKNOWLEDGEMENT OF RISK:** I acknowledge, agree and represent that the electronic bike rental, lesson, and/or tour, and related activities (“**Activities**”) I am about to engage in voluntarily, bear certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of UEA. I further acknowledge that I understand the nature of cycling and related Activities and that I am qualified, in good health, and proper physical condition to participate in such Activities and willingly agree to comply with the stated customary terms and conditions of participation. I further acknowledge that I have been advised to wear an approved helmet while cycling, as well as a full-face helmet and/or other protective equipment such as elbow/forearm and knee/shin armor when freeriding or downhill. **Helmets are required by law for Participants under the age of 18.** I am aware that cycling is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the equipment, including all quick release mechanisms, brakes and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the equipment.

4. **ACCEPTANCE OF RISK AND RESPONSIBILITY :** I fully understand that (a) cycling and electric bicycle riding, and related Activities involve risks and dangers of damage to personal property and serious bodily injury, including, but not limited to, permanent disability, paralysis, and death to myself and to other third parties; (b) these risks and dangers may be caused by my own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or the negligence of the “Releasees” named below; (c) there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time; and I agree, covenant and promise to accept and assume all responsibility and risk

for injury, death, illness or disease, or damage to myself, my property, that of the minor named above, arising from my participation in the Activities.

- 5. RELEASE, DISCHARGE AND INDEMNIFICATION:** I hereby release, discharge, and covenant to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to myself and/or to other third parties and their property arising from my participation in the Activities and **I expressly agree and covenant not to sue Utah eBike Adventures, LLC (“UEA”) or Desert Pearl Inn, or their instructors, employees, agents, tour guides, owners, and contractors (each considered one of the “Releasees”) and I agree to release and discharge them from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account caused or alleged to be caused in whole or in part by the negligence of the “Releasees” or otherwise, including negligent rescue operations;** and I further agree that if despite this “Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement”, I, or anyone on my behalf, make a claim against anyone of the Releasees, **I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney fees, loss, liability, or cost which may incur as the result of such claim.** I further understand and agree to fully reimburse UEA, for any damage caused to property of UEA, as a result of my participation in the Activities. My participation in the Activities is purely voluntary, no one is forcing me to participate, and I elect to participate despite the risks.
- 6. COMPLIANCE WITH ALL RULES AND REGULATIONS:** I agree to abide by UEA’s policies and agree to comply with all instructions of the guide, instructor or staff in connection with participation in the Activity, and failure to follow such directions shall be grounds for termination of my privilege to participate in the Activities without reimbursement or cancelation of fees paid or owed. I understand that the use or possession of drugs or alcohol is strictly prohibited before and during the Activities and will be grounds for immediate removal from the Activities without reimbursement of fees paid or owed. I agree that if in the judgment of my instructor and/or guide, he/she must call for assistance during the trip due to my noncompliance with his/her instructions or UEA’s policies that I accept responsibility for paying any associated rescue and transportation costs.
- 7. CONSENT TO USE PHOTOS AND VIDEOS:** By participating in or attending any Activities in connection with UEA, I CONSENT TO THE USE OF ANY PHOTOGRAPHS, PICTURES, FILM, OR VIDEOTAPE TAKEN OF ME or provided by me for publicity, promotion, television, websites, or any other use, and expressly waive any right of privacy, compensation, copyright, or other ownership right connected to same.
- 8. PERSONAL PROPERTY LEFT ON eBIKE:** UEA is not responsible for personal property left on or around the eBike or the business premises. Participant agrees to indemnify UEA in this regard.

9. **DISPUTE RESOLUTION:** Except where prohibited, any dispute resolution arising out of or relating to this Agreement shall be commenced only in the federal or state courts located in Washington County, Utah. You hereby irrevocably consent to the jurisdiction of those courts for such purposes and you irrevocably waive any right to a trial by jury. This Agreement, and any dispute between you and UEA, shall be governed by the laws of the state of Utah without regard to principles of conflicts of law, provided this arbitration agreement shall be governed by the Federal Arbitration Act.

My signature below indicates that I have read this agreement and fully understand its terms, understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law. I understand that this is the entire agreement between, UEA, its agents or employees, and myself and that it cannot be modified or changed in any way by the representation or statements of any employee or agent of UEA or by me. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect. All applicants are subject to acceptance by UEA, upon acceptance of my application, this Agreement shall be deemed to have been entered into and to be performed in the United States of America, and shall be construed according to the laws of the State of Utah. In the event of any dispute regarding this Agreement, I agree that the exclusive jurisdiction and venue for any legal proceedings shall be the Fifth Judicial District Court, in and for Washington County, Utah. I further agree that the prevailing party in any legal proceeding will be entitled to reimbursement for his/her reasonable attorney's fees and costs.

[SIGNATURE OF PARTICIPANT]

[Date]

[PRINTED NAME OF PARTICIPANT]

(FOR PARTICIPANTS UNDER AGE 18 AT THE TIME OF REGISTRATION ONLY)

I, the undersigned, being of majority age, and a parent, or guardian to and for the Participant, hereby give my consent for the Participant to engage in the Activities. I accept complete and sole responsibility for the Participant's actions during the Activities. I have read and understand this Agreement and agree to be bound by the Agreement.

I hereby release, discharge, and covenant to accept and assume all responsibility and risk for injury, death, illness, disease, or damage to Participant and/or to other third parties and their property arising from Participant's participation in the Activities. I expressly agree and covenant not to sue UEA, or their instructors, employees, agents, tour guides, owners, and contractors (each considered one of the "Releasees") and I agree to release and discharge Releasees from all liability, claims, demands, losses, injuries, damage to property, or other damages caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this Agreement, I, Participant, anyone on our behalf, anyone I, or Participant allow to use the property of UEA, or anyone else, make a claim against any of the Releasees related to Participant's Activities, I will indemnify, save and hold harmless each of the Releasees from any litigation, attorney fees, loss, liability, or cost which may be incurred as the result of such claim. I further understand and agree to fully reimburse UEA, for any damage caused to property of UEA, during Participant's participation in the Activities.

PRINTED NAME OF PARENT/ LEGAL GUARDIAN: _____

SIGNATURE OF PARENT OR LEGAL GUARDIAN: _____

DATE: _____

ADDRESS: (STREET, CITY, STATE, ZIP CODE)
