

**e-Bike Education Safety Training
WAIVER OF RIGHTS, ASSUMPTION OF RISK, INDEMNIFICATION, HOLD HARMLESS, AND
RELEASE OF LIABILITY AGREEMENT**

E-Bike Sense, e-bikesense, LLC, including but not limited to its directors, officers, agents, servants, employees, heirs, executors, and assigns (hereafter collectively referred to as "E-Bike Sense"), provides a basic bicycle training program with introductory instruction in electric bicycle (hereafter "e-bike") safety, administered by a League of American Bicyclists League Certified Instructor (hereafter "LCI").

FOR AND IN CONSIDERATION OF provision of basic e-bike education safety training (hereafter referred to as "Activity"), and facilitating access to enable participation in the Activity, and as a material inducement therefore, the undersigned hereby agrees to all of the following the terms and conditions.

1. ACTIVITY AND ASSOCIATED RISKS

E-Bike Sense, at the request of and with full consent of the Participant and/or the parent or legal guardian of the Minor Participant in the Activity, shall provide introductory instruction in the Activity.

I, _____ ("Participant / I") am an adult over the age of 18, or;

I, _____ ("parent or legal guardian of the minor Participant") am the parent or legal guardian the minor, _____, ("Participant").

I, Participant, and/or I as the parent or legal guardian of the Participant, have knowingly and voluntarily elected to participate / permit the Participant to take part in the Activity, having full awareness and understanding of any and all risks, known or unknown, including but not limited to risk of injury, bodily harm, negligence, and/or death, and having full opportunity for consideration and consultation with any adviser, and without being under any duress and/or undue influence, fully and completely understand and agree to the following:

- Bicycles are vehicles, the operation of which is subject to local ordinances, California State laws, and Federal regulations, and Participant agrees to abide by any and all applicable laws and/or regulations, and any rules, standards, and directions set forth by the LCI throughout the Activity.
- That participation in the Activity requires mental and physical health and conditioning sufficient for the safe operation of an e-bike, and Participant has an appropriate degree of mental and physical health and conditioning necessary for participation in the Activity, and I am not aware of any present condition or other reason that would render Participant unfit to participate in the Activity.
- The Activity involves risks, dangers, and hazards, some of which are unknown and could not be reasonably ascertained by E-Bike Sense. Dangers and hazards, both general and particular to bicycling and/or operation of an e-bike, may include but are not limited to death or injury resulting from falls, fractures, concussions, crush injuries, injuries from Participant's lack of fitness or conditioning, equipment failures, and negligence of others;

Due to known and unknown risks, I and/or Participant may suffer damages, including damage to property and/or serious injury or injuries to Participant's person, including temporary and/or permanent disability, and/or death.

2. ASSUMPTION OF RISK

I, Participant, and/or I as the parent or legal guardian of the Participant hereby expressly, freely, and voluntarily assume all risks and any harm, including risk of injury, death, or other loss that may occur, whether to person or property, as a result of participation in the Activity, including any injury or loss caused by the passive or active negligence of E-Bike Sense, its directors, officers, members, agents, employees, contractors, heirs, successors, assigns, and other Activity participants. I also understand that any equipment I provide, or Participant utilizes or may borrow from E-Bike Sense or any other provider, Participant uses at their own risk.

3. RELEASE OF LIABILITY AND WAIVER OF RIGHTS

I, Participant, and/or I as the parent or legal guardian of the Participant hereby irrevocably and forever release E-Bike Sense, its directors, officers, agents, servants, employees, contractors, heirs, successors, and assigns (Released Parties) from any and all liabilities, causes of action, claims, and demands that may arise from any loss, harm, injury, or death that may occur whether to any person or property and/or that is in any way related to

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the Activity. This release extends to all acts and claims, including claims for the negligence, whether passive or active, of the Released Parties and claims for strict liability. This Release is intended to be as broad and inclusive as is permitted by California law. The undersigned knowingly and voluntarily agrees to this waiver of substantial legal rights, and further irrevocably waives any and all rights that Participant and/or any party claiming by, through or for Participant may have had, may now have, or hereafter may have under the provisions of Section 1542 of the California Civil Code (as may be amended, and only to the extent such provisions may be applicable) which provides in pertinent part:

A general release does not extend to claims which the creditor does not know or suspect to exist in his or her favor at the time of executing the release, which if known by him or her must have materially affected his or her settlement with the debtor.

4. INDEMNIFICATION

I, Participant, and/or I as the parent or legal guardian of the Participant, agree and promise to indemnify E-Bike Sense, its directors, officers, members, agents, servants, employees, contractors, heirs, successors, and assigns (Released Parties) from any and all claims, demands, actions or other damages of any kind arising from Participation, including but not limited to claims for property damage, injury, death, or damages of any kind arising from and/or in any way related to the Activity or instruction provided by the Released Parties in relation to the Activity.

5. HOLD HARMLESS AND DEFEND

I, Participant, and/or I as the parent or legal guardian of the Participant, agree and promise to hold harmless and defend E-Bike Sense, its directors, officers, members, agents, servants, employees, heirs, successors, and assigns (Released Parties) against any and all claims to which this agreement applies, including but not limited to claims based upon the negligence of the Released Parties, claims based upon Participant's negligence, and any other claims arising from and/or as a direct and/or indirect result of participation in the Activity. Accordingly, the undersigned will reimburse the Released Parties for any damages, reasonable settlements and defense costs including attorney's fees, which the Released Parties may incur due to any such claims made against them, and agree that in the event of Participant's death or disability the terms of this agreement, including the indemnification, hold harmless, and defense obligations, shall be binding upon Participant's estate, and as such Participant's personal representative, executor, administrator, guardian, heirs, successors, and assigns shall be bound accordingly.

6. INSURANCE

E-Bike Sense does not provide Participant with any insurance of any type, including but not limited to liability, medical, disability, and/or property damage insurance and the undersigned assumes all responsibility for obtaining any desired insurance coverage. In the event of any loss and/or damage, any insurance coverage maintained on behalf of myself and/or Participant shall be the sole source of insurance coverage.

7. WARRANTIES

E-Bike Sense makes no warranties or representations of any kind regarding Participant safety, security or wellbeing during any portion of the Activity. Any and all services provided by E-Bike Sense under this agreement, and/or equipment, if any, Participant may borrow from E-Bike Sense is provided as-is, without any warranties whatsoever, express or implied, including but not limited to warranties regarding its condition, suitability, and/or fitness for a particular purpose.

8. SEVERABILITY

Should any provision, paragraph, phrase, sentence, or other portion of this agreement be declared invalid or unenforceable by any court of law or arbitration, the invalidity or unenforceability of such term(s) shall not affect or render invalid any other provision(s) and the remaining terms of the agreement shall continue unchanged and in full force and effect. Should any provision(s) be deemed invalid such provision(s) shall be modified or partially enforced to the maximum extent permitted by law to implement the purpose of this agreement.

Initial

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9. GOVERNING LAW, DISPUTE RESOLUTION, FORUM AND ATTORNEY'S FEES

This agreement shall be governed and interpreted under the laws of the State of California, without reference to its choice of law rules. I, Participant, and/or I as the parent or legal guardian of the Participant, agree that should any dispute arise from this Agreement between the parties and/or in any way associated with the Activity, that prior to the filing of any action the parties shall engage in Alternative Dispute Resolution (ADR) Neutral Evaluation and/or Mediation, the cost of which shall be shared equally by the parties. In the event any dispute cannot be resolved following the good-faith engagement by the parties in the ADR process, suit may only be brought in a State or Federal Court located in Los Angeles County, California, and the undersigned agrees to the jurisdiction and venue of such court. If a dispute should arise the parties agree that any vagueness and/or ambiguity in this agreement shall not be interpreted as to favor either party, and that should a dispute between the parties arise leading to litigation, that in the event of an award of Attorney's Fees that award, as to either party, shall be limited to five hundred dollars (\$500.00).

10. DISCLOSURES

Medical facilities, qualified medical care, and emergency medical care may be limited or unavailable during the Activity, and E-Bike Sense assumes no responsibility for providing medical care during the Activity. E-Bike Sense and its individual agents are not certified to provide medical care by any agency or organization, and do not have or represent to have any medical skills and/or training. Should Participant require any medical care during the Activity E-Bike Sense will undertake reasonable efforts to obtain same, however the undersigned shall be solely responsible for all cost and expenses thereof.

11. ACKNOWLEDGEMENTS

I am over 18 years of age, the terms and conditions of this Agreement have been read and are fully understood, my actions are not being induced in any way, and I freely, knowingly and voluntarily elect to enter this agreement and elect to Participate and/or to allow the minor of which I am the parent or legal guardian to Participate in the Activity. I acknowledge that this Release is intended to be as broad as is permitted by the laws of the State of California, that I have given up substantial rights, and intend my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Name _____

Signature _____

Date _____

I am the parent or legal guardian of a minor Participant, named below.

Name _____