

**ELECTRIC BIKE RENTAL AGREEMENT  
WAIVER OF LIABILITY/INDEMNIFICATION AGREEMENT/  
RELEASE OF CLAIMS**

This Agreement is made this \_\_\_\_\_ day of \_\_\_\_\_ between Rippin E Rides, LLC, hereinafter referred to as “Owner” and \_\_\_\_\_ of \_\_\_\_\_ hereinafter referred to as Bicycle “User”. This Agreement is made on the terms and conditions set forth in this document and includes a Release of Claims, Waiver of Liability, Indemnification Agreement and Covenant Not to Sue. User evidences acceptance of this Agreement by paying the fee for use as referenced herein and signing the “ACCEPTANCE OF TERMS AND CONDITIONS”. The bicycle shall be rented for the time and period and rate as agreed upon in this Agreement.

READ THIS AGREEMENT AND ALL SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING THE SAME AND AGREEING TO THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS IS A LEGALLY VALID AND BINDING CONTRACT TO RELEASE RIPPIN E RIDES, LLC, ITS AGENTS, EMPLOYEES, OWNERS AND ASSIGNS FROM ALL KNOWN, UNKNOWN, ACCRUED OR YET TO ACCRUE CLAIMS AND/OR OBLIGATIONS AND TO INDEMNIFY RIPPIN E RIDES, LLC AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON USERS USE OF THE BICYCLE. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

1. RENTAL RATES AND TIMES OF USE:

User agrees to pay a rental rate of \$100.00 per day or any portion thereof in which user has possession of the e-bike beginning upon user being given possession of the e-bike and ending at 6:00 o'clock pm of the same day. User shall return the e-bike to Owner at the address of 1811 Clements Lane, Rexburg, Idaho.

2. AUTHORIZED USERS/PROHIBITION ON PASSENGERS:

The bicycle is for the exclusive use of the User under this Agreement. No other person may ride, drive, or otherwise operate the bicycle except User. User shall not carry any passengers on the bicycle at any time. User shall not add any kind of seat modification to the bicycle nor shall User allow someone to ride on the rear fender. No riders may ride on the handlebars at any time. User is prohibited from pulling or towing any passenger, trailer, or other object with the bicycle at any time. User represents that he/she is at least 18 years of age.

3. RENTAL CHARGES:

User agrees to a minimum charge of \$100.00. User agrees to pay all applicable Idaho Sales, Use, Rental, and/or other taxes applicable. Additionally, User agrees to pay a reasonable fee of \$15.00 for cleaning the bicycle if bicycle is not returned in the same condition as when rented, such as being returned with accumulated mud or debris.

4. BICYCLE RETURN:

User agrees to return the bicycle to Owner in the same condition as received, clean, free from grime and dirt, except for ordinary wear and tear. Ordinary wear and tear does not

include flat tires. If the bicycle is returned with a flat tire User agrees to pay an additional charge of \$25.00 to repair the same. Bicycle shall be returned on the due date and time and at the location specified in this Agreement. If User does not return the bike at the time and date specified in this Agreement then User agrees to pay an additional charge of \$100.00 per day for each day or portion thereof in which the e-bike is not returned to Owner.

5. SAFE OPERATION OF BICYCLE, ROADWAY, TRAFFIC, AND BICYCLE LAWS AND REGULATIONS:

User confirms to Owner that User knows and understands bicycle laws under Idaho statutes, rights of way, traffic regulations, and all other rules regarding the operation of bicycles on Idaho streets and thoroughfares. User acknowledges and understands there are risks of personal injury and/or property damage which apply and exist with the ordinary operation of bicycles on public streets, private streets, roadways, or thoroughfares. These risks include but are not limited to manmade hazards, pedestrian traffic, roadway repairs, natural hazards such as uneven ground, trees, brush, sand, rain, standing water, etc. User agrees at all times to observe and follow all applicable statutes, rules, regulations regarding bicycle use and operation as set forth in the Idaho Code and any rules of any Idaho State or Local agency or entity as applicable and also agrees to avoid or minimize the exposure to such risks and hazards as pertain to bicycle use. User assumes the risk of personal injury and/or property damage from all such hazards and dangers.

6. RETAKE POSSESSION OF ELECTRONIC BIKE BY OWNER:

Owner is hereby authorized by User to come upon any property occupied by User and to retrieve the e-bike if such is used in violation of law; if it appears that the bicycle is abandoned; if the bicycle is used in violation of any term or condition of this Agreement; if User made any misrepresentation to Owner, in this Agreement; or if User fails to return the e-bike when due. No advanced notice by Owner, will be nor is required to notify User in advance of Owner, retaking possession of the e-bike.

7. PROHIBITED USE OF BICYCLE:

User will not use nor permit the bicycle to be used for hire, to be operated in any test, race, contest, nor to drive the bike in any location where it is specifically prohibited or such operation of the bicycle would be illegal or where such operation of the bicycle would pose a danger or nuisance to others. User will not use or permit the bicycle to be used for any illegal purpose including transportation of controlled substances or contraband. Any violation of the terms of this Agreement will automatically terminate the Rental Agreement but shall not release User from his/her obligations under this Rental Agreement and shall make User liable to Owner for any penalties, fines, forfeitures, liens, recovery costs, and any related legal expenses associated with the violation of this Agreement.

8. PROHIBITED ACTS DURING BICYCLE USE:

User shall not smoke, vape, consume any kind of alcoholic beverage, nor ingest, inhale, or consume any kind of prohibited substance under Idaho law. This includes marijuana. Additionally, user shall not use the e bicycle for racing or any other type of contest with other persons or vehicles, shall not use the e bicycle for jumping, wheelies nor any other type of aggressive riding displays and shall at all times maintain complete and unfettered control of the e bicycle with both tires remaining in contact with the ground surface at all times.

9. USER'S REPRESENTATIONS:

User represents that User is familiar with all rules and regulations governing the operation of bicycles, particularly as they pertain to motor vehicle traffic, applicable in Idaho, and agrees to abide by the same. User further represents that User shall wear an industry standard approved bicycle helmet at all times during the operation of bicycle. If User does not have a helmet User will be offered a helmet for rent at an additional charge by Owner. User represents that he/she is over the age of 18, is of sound mind, is capable and does fully possess all physical attributes necessary for the safe operation of a bicycle including an electric bicycle, that User is not taking any prescription medications that would in any way impair User's ability to safely operate the e-bicycle; that User is in generally good health and that User has no condition such as respiratory illness, vascular disease, or other medical condition that may in any way inhibit the safe operation and use of this bike by User.

10. DAMAGES TO BICYCLE:

User agrees to pay to Owner any loss and/or damage to the bicycle regardless of fault (User agrees to pay for the loss even though someone else may have caused the loss or is at fault for the same). User accepts responsibility for all loss from theft, or vandalism, even as such was caused by others and not the result of the fault of User. If the bicycle is damaged, User agrees to pay the reasonable costs of repair, any diminution in value of bicycle, or the cost of replacement of the bicycle. If bicycle is damaged beyond reasonable repair as determined by Owner, User shall pay the retail fair market value less any salvage value of the bicycle that may be applicable. Additionally, User agrees to pay for loss of use of the bicycle for a period of five (5) business days at the rate of \$100.00 per day. User agrees to pay any towing, pick up, or storage charges sustained in Owner retaking possession of the bicycle. User agrees to be responsible for and pay for any loss of User through any of the following:

- 1) abuse of the bicycle or violation in a prohibited use or operation of the bicycle as specified in this Agreement;
- 2) reckless or negligent use of the bicycle;
- 3) use of the bicycle while under the influence of alcohol, controlled substance or any drug, prescription or otherwise;
- 4) failure to promptly report an accident to police or county sheriff and to Owner;
- 5) failure to complete any accident report form of any local authority and/or Owner;
- 6) obtains possession of the bicycle through fraud or misrepresentation;
- 7) use of the bicycle for an illegal purpose or any purpose prohibited by this rental agreement

### ASSIGNMENT OF RIGHTS FOR PROPERTY DAMAGE

User authorizes Owner to collect from any responsible third party any applicable loss and/or damage occasioned to the e-bike. In the event Owner obtains recovery from any third party after User has paid to Owner all or any part of the loss, Owner will refund to the User any excess above the amount paid by the User less an administrative fee and other incurred collection costs and attorneys fees.

### ACCIDENTS/INDEMNITY/THIRD-PARTY CLAIMS

In consideration for being permitted to use the bicycle, the User agrees not to sue Owner, its employees, agents, owners or assigns, its heirs and to forever waive, release, and discharge, indemnify and hold harmless Owner, its employees, owners, agents, heirs and assigns and their respective officers, directors, managers, members, employees, agents, representatives, contractors, volunteers and successors and assigns of each, collectively hereinafter referred to as "Released Parties" from any and all claims, actions, liabilities, and demands of any nature or matter whatsoever including all losses, costs, damages and expenses, including but not limited to reasonable attorneys fees and expert fees, User, User's assigns, heirs, distributees, guardians, next of kin and legal representatives who now have or may have in the future hereafter acquire any personal injury, illness, death, property damage, or any other damage related to User's use of the bicycle for any and all purposes or User's participation in any biking activities engaged in by User. This release is made on behalf of User as well as on behalf of any minors under User's care. This release applies to User, those minors, as well as User's assigns, heirs, personal representatives or others claiming to act on User's behalf. User further agrees not to make claim or sue for injuries or damages related to the use of the bicycle or User's participation in any biking activities under any theory, contract, tort, third-party beneficiary, or otherwise. This Agreement shall be construed broadly to provide for a release and waiver to the maximum extent permissible and applicable under law.

### USER ASSUMES RISK OF INJURY

User assumes all risks of injury and damage including but not limited to death, serious bodily injury, minor injury, otherwise which may result in the operation of the bicycle. User knows, understands and acknowledges there are inherent risks in the operation of a bicycle on streets, trails, roads, bike paths, hiking trails, etc. including but not limited to traffic, pedestrians, wild animals, or other bikes. These risks include but are not limited to serious bodily injury or death from falling off bicycle, colliding with other bicycles, motorcycles, motor vehicles, or other objects, hitting potholes, suffering the sudden loss of control from a flat tire, unseen objects puncturing or damaging the tire, brake failures, weather hazards, as well as User's own carelessness, negligence, or recklessness of other parties as the same may affect User. User fully understands and acknowledges that there are inherent risks and dangers in User's use of the bicycle and User's participation in bike riding and other related activities. User's participation in such bicycle activities and use of the bicycle as such may result in property damage, drowning, death, injury, illness, or other ailments and that these risks and dangers may be caused by User's negligence, carelessness, negligence of others (as included released parties substitute Owner, as defined in this Agreement) accidents, falls, collisions, or other individuals engaged in biking, hiking, or other activities or causes. User acknowledges and understands that the risks and dangers of bicycling may arise from foreseeable or unforeseeable causes by User's participation

in bicycling activities and/or use of the bicycle. User hereby assumes all risks and dangers and all responsibility for any loss and/or damage from any bicycling related activity. User's acceptance and assumption of risk applies to User as well as to any minor under User's care.

#### PAYMENT

User agrees to pay upon demand rental charges as per this Agreement. User also agrees to deposit the sum of \$250.00 in cash or by credit card, with authorization by User to Owner, to charge such card for any and all fees which may apply to this bicycle rental, including, if applicable, fees for loss and/or damage to the bicycle; fees for cleaning bicycle; fees for repair of bicycle; or other fees as contained within this Agreement. User agrees that if applicable, additional charges for loss, damage, or User's other obligations may be collected by Owner via the same manner of payment used by User at the time of reservation, including authorization to Owner to charge to User's credit card all such charges. User understands and agrees that Owner may charge User's credit card or debit card for such purposes or purchase.

#### CREDIT CARD/DEBIT CARD RESERVE AND PAYMENT

User understands that User must deposit the amount of \$250.00, which may be applied against any final bill, and such is to be done by an appropriate credit/debit to User's credit card and/or debit card. User authorizes Owner to place any amounts due from User as a result of the bicycle rental to charge the same to User's credit card and/or debit card pursuant to the terms of this Agreement.

#### USER PROPERTY LEFT ON BICYCLE

Owner shall not be responsible for any personal property of User left in or upon bicycle. User assumes all risk of loss if User leaves any such personal items including electronic items, cameras, personal property. User shall defend, indemnify, and hold Owner harmless from claims, if any, made by any third person allegedly arising from personal property of said third person left in or upon the bicycle at any time, including on return of bicycle to Owner.

#### COLLECTIONS AND CHARGES

All charges, fees, costs, and expenses, including payment for loss or damage to the bicycle are due upon Owner's demand, including verbal or written demand. If User fails to pay when due all charges User agrees to pay a late fee of 1.5% per month on all unpaid balances. If collection or legal action is necessary User agrees to pay all Owner all collection costs and reasonable attorneys fees.

#### FINES AND EXPENSES

User agrees to pay any fines, tickets, fees, assessments, court costs, recovery services or expenses for any parking, traffic or other violation, including storage liens and charges, that may be imposed by any local or state authority during User's possession of the bicycle and User hereby indemnifies and holds harmless Owner from any and all claims in connection therewith.

GENERAL PROVISIONS AND REPRESENTATIONS

User represents the information provided by User and/or contained in this Agreement is true, accurate, and complete. In the event any such information is not true, accurate or complete in any respect User agrees Owner has the right to terminate this Agreement with or without notice and to retake possession of the e-bike. User agrees that User will be responsible for any unauthorized repairs or modifications to the e-bike. User understands that Owner will not reimburse User for any unauthorized repairs or any other repairs to the e-bike. User agrees that User shall not be deemed or is in fact an agent, servant, or employee of Owner in any manner nor for any purpose whatsoever. User agrees that this Agreement shall be governed by the statutes, laws and ordinances of the State of Idaho without reference to any conflict of law provision and User agrees to subject User to the jurisdiction of all appropriate Idaho authorities and/or courts based on jurisdiction, venue, or sufficiency of process to any suit that may be brought by Owner to enforce this Agreement. Both User as well as Owner waive to the full extent permitted by law the right to a jury trial in any litigation between them concerning this Agreement or any defense, claim, counter claim, or other claim of any kind and nature as the same may arise.

READ, AGREED TO AND ACCEPTED BY USER:

\_\_\_\_\_  
User Signature

\_\_\_\_\_  
User Name (Print)

\_\_\_\_\_  
User Address

\_\_\_\_\_  
User Telephone Number

RIPPINERIDES