

INTRODUCTION

This E-Bicycle Rental, Release Of Liability, Waiver Of Claims, Assumption Of Risks And Indemnity Agreement (“Agreement”) contains the Terms and Conditions for your electric bicycle rental. This Agreement is between the bicycle renter (“Renter”) and eBike Iowa LLC (“eBike Iowa”) and covers the rental of the electric bicycle and any related equipment and accessories such as tires, lights, rack, lock, helmet, safety gear, and related miscellaneous gear (“Bicycle”).

AGREEMENT

Rental Fees: From the time identified on this Agreement until the Bicycle is returned Renter agrees to pay the hourly, daily or multi-day rates as agreed upon reservation. The minimum charge is 4 hours. Renter agrees to pay all charges for miscellaneous service and all sales, use, rental and excise taxes including any applicable tax-related surcharges. Renter also agrees to pay a reasonable fee for cleaning the Bicycle if the Bicycle is returned with excessive stains, dirt or debris attributable to Renter’s use.

Cancellation Policy:

If your plans change prior to 48 hours, no problem! Your reservation can be rescheduled, subject to availability, or we can issue you a refund.

Reservations made within 48 hours of a scheduled event are final and cannot be changed. In addition, no-shows and non-cancelled rentals will be charged for the reservation in full.

If your reservation is cancelled less than 48 hours before your reservation, the cancellation fee is \$15 for half day (4 hours), \$25 for full day, and 10% of the total fees for multi-day reservations.

If your reservation is cancelled less than 24 hours before your reservation, the cancellation fee is half the price of the reservation.

Please note that all cancellations must be received via email or phone and confirmed by eBike Iowa via email.

Credit Reserve and Payment by credit card only: Renter understands that Renter must pay in full an amount (to be used against the final bill) equal to the estimated total charge for the Bicycle rental at the rates indicated on the website and confirmed over the phone and via email. eBike Iowa only accepts payment by credit card. Renter authorizes eBike Iowa to charge Renter’s credit card any amounts due from Renter as a result of the Bicycle rental.

Charges for loss and/or damage to the Bicycle: Renter understands that all charges are not final and are subject to audit of the returned bicycle. Renter specifically agrees and authorizes eBike Iowa to make any charges by credit card if there is damage beyond normal wear and tear.

Bicycle Return: Renter agrees to return the Bicycle to eBike Iowa in the same condition as received, except for ordinary wear and tear (which does not include flat tires), on the due date and time and at the location specified by eBike Iowa. Renter agrees to return the Bicycle sooner if so demanded by eBike Iowa. Renter understands that there may be rate or special charges if Renter returns the Bicycle at a different time, date, or location than indicated in this Agreement.

Prohibited Use of the Bicycle: Renter will not use or permit the Bicycle to be used for hire, to be operated in a test, race or contest, or to be ridden on any unmaintained roads or trails, in dirt or through water, or in any location that operation would be illegal or a nuisance to others. Renter will

not use or permit the Bicycle to be used for an illegal purpose. A violation of this paragraph automatically terminates the rental and makes Renter liable to eBike Iowa for any penalties, fines, forfeitures, liens, recovery and storage costs, and any related legal expenses associated with a violation of this paragraph.

Damage to Bicycle: Renter shall pay eBike Iowa for all losses and/or damage to the Bicycle, including theft or vandalism, regardless of fault. If the Bicycle is damaged, Renter agrees to pay the reasonable costs of repair and diminution in value. If the Bicycle is damaged beyond reasonable repair (as determined by eBike Iowa), renter shall be responsible for the retail fair market value less any salvage value, if applicable. In addition, Renter shall also be responsible for the loss of use, administrative fees, as determined by eBike Iowa or specified by law, plus any towing, pick-up and/or storage charges. In the event of theft, Renter shall be responsible for paying loss of use at the daily rate for each 24 hours Renter delays in paying the total loss. Renter is also responsible for any loss if Renter: (1) abuses the Bicycle or violates any prohibited use or operation as specified in this Agreement; (2) rides recklessly; (3) rides while under the influence of alcohol or a controlled substance; (4) fails to promptly report an accident to the police and eBike Iowa; (5) fails to complete an accident report; (6) obtains the Bicycle through fraud or misrepresentation; or (7) uses the Bicycle for an illegal purpose. Renter authorizes eBike Iowa to collect from a responsible third party any applicable loss and/or damage. In the event eBike Iowa obtains a recovery from a third party after Renter has paid eBike Iowa for all or part of any loss, eBike Iowa will refund to Renter any excess above the amount of the loss plus administrative fees and other incurred collection and costs and attorney's' fees.

Accidents-Third Party Claims: eBike Iowa is not responsible if Renter causes injury to another person or if Renter damages another Bicycle, vehicle or personal property of another. Renter agrees to indemnify and defend eBike Iowa and pay any claim brought by a third party arising out of Renter's use of the Bicycle and for any liability associated with any personal accident/injury as a result of Renter's use of the Bicycle.

Statement Of Physical And Mental Fitness, Insurance, And Bike Safety:

- a. I understand that biking requires certain physical strength and 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.
- b. I am in sound physical and mental condition and am able to ride a Bicycle. I can make informed, objective decisions. I currently have no known physical, medical or mental condition which would impair my ability to ride a Bicycle, or else I understand I assume all risks that may be created, directly or indirectly, by any such condition. I am 18 years old or older.
- c. I am completely and adequately covered by appropriate personal insurance coverage which may include health, life, loss of property, loss of income, and liability I may cause or suffer while riding the Bicycle or else I understand I must solely bear the costs of such injury or damage and all related costs.
- d. I acknowledge that I have been advised to wear an approved helmet and reflective or white clothing and a light if biking after sundown. I am aware that electric biking is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the Bicycle. I am aware that there are technicians available to answer any questions that I may have as to the

proper use of the Bicycle.

Renter Assumes Risk of Injury: Renter assumes all risks, including death or serious bodily injury, which may result from the operation of the Bicycle, weather, altitude, accidents, etc. Renter acknowledges all the risks of operating a Bicycle on streets, roads, bike paths, bike lanes, and in traffic, including the risks of serious bodily injury or death from falling off the Bicycle, colliding with other Bicycles, motorcycles, motor vehicles or other objects, hitting potholes, or suffering sudden loss of control from flat tires due to unseen objects puncturing or damaging tires, or brakes failing, Bicycle malfunctions, and hazards relating to weather conditions. Despite knowing all associated risks, Renter freely assumes all risks of personal injury and/or damage in the operation of this Bicycle and Renter agrees to hold eBike Iowa harmless from all claims of injury or damage. Therefore, in consideration for the opportunity to rent a Bicycle from eBike Iowa, **to the fullest extent permitted by law, I assume all risks of injury, death, loss, or damage in any way resulting from my involvement with eBike Iowa. This assumption of risk includes any injury, death, loss, damage, or expense resulting from the negligence of eBike Iowa or its officers, employees and agents.**

Property left on Bicycle: eBike Iowa is not responsible for personal property left on the Bicycle. Renter agrees to indemnify eBike Iowa in this regard.

Release Of Liability, Waiver Of Claims And Indemnity Agreement: Understanding the risks described in this Agreement, to the fullest extent permitted by law, I, for myself, all of my family, including my spouse, minor children, and heirs and representatives, release and indemnify eBike Iowa, its owners, shareholders, directors, officers, members, managers, employees, guides, volunteers, agents, subcontractors, and all other persons or entities acting in any capacity on eBike Iowa's behalf from any and all claims (INCLUDING CLAIMS RELATING TO THE SERVICES OR NEGLIGENCE OF eBike Iowa), demands for loss, damages, injuries, or any other causes of action relating in any way to my Bicycle rental, AND I AGREE THAT I, MY FAMILY AND MY HEIRS WILL NOT SUE eBike Iowa OR OTHERWISE MAKE ANY CLAIM ON ACCOUNT OF ANY INJURY, LOSS OF LIFE, OR DAMAGE AND I INTEND THIS RELEASE OF LIABILITY TO BE EFFECTIVE EVEN IF THE INJURY, LOSS OF LIFE, OR DAMAGE RESULTS FROM eBike Iowa'S NEGLIGENCE. If I, or anyone on my behalf, files a lawsuit or otherwise makes a claim against eBike Iowa, I agree to indemnify eBike Iowa and pay all damages, costs, fees, expenses and attorney's fees incurred by eBike Iowa in defending such a lawsuit or such claims. In no event will eBike Iowa's liability to a Renter be greater than the amount of the fees paid by the Renter to eBike Iowa for Bicycle rental, even if the amount of damages suffered by the participant customer may be greater than this amount. Furthermore, in no event will eBike Iowa be liable for any indirect, special, implied, incidental, consequential or other damages, however caused, whether for breach of contract, negligence or otherwise, and whether or not advised of the possibility of such damages occurring.

EXCEPTIONS/EXCLUSIONS. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO CERTAIN PARTICIPANTS.

Dispute Resolution, Arbitration And Governing Law: Except where prohibited, any dispute arising out of or relating to this Agreement shall be submitted to mediation. If the matter cannot be resolved through mediation, then the matter shall be resolved through BINDING ARBITRATION. The prevailing party shall be entitled to recover attorney fees and costs. You may not commence against eBike Iowa or its affiliates any class action, class arbitration, or other representative action or proceeding. By participating in eBike Iowa, except where prohibited, you agree to this mediation and arbitration agreement. In doing so, except where prohibited, YOU GIVE UP YOUR RIGHT TO GO TO COURT to assert or defend any claims between you and eBike Iowa or its affiliates. YOU ALSO

GIVE UP YOUR RIGHT TO PARTICIPATE IN A CLASS ACTION OR OTHER CLASS PROCEEDING. Your rights will be determined by a NEUTRAL ARBITRATOR, NOT A JUDGE OR JURY. If this arbitration agreement is for any reason held to be unenforceable, any litigation against eBike Iowa may be commenced only in the federal or state courts located in Story County, Iowa. 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 eBike Iowa, shall be governed by the laws of the state of Colorado without regard to principles of conflicts of law, provided this arbitration agreement shall be governed by the Federal Arbitration Act.

- **BY SIGNING BELOW, I UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS OF THE eBike Iowa LLC ELECTRIC BICYCLE RENTAL, RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT.***
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I Agree.

Printed Name: _____

Signed: _____ Date: _____