

Sunset E-Bikes, Inc. WAIVER and RELEASE of LIABILITY

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

I, the above-named person, being above age 16 (guided tour) , in consideration of the services of SUNSET E-BIKES, IN, SUNSET E-BIKES, INC 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 SUNSET E-Bikes, NC. and all persons, entities, employees and agents, on behalf of myself, heirs, assigns, personal representative and next of kin:

- 1. ACKNOWLEDGEMENT OF RISK:** I acknowledge, agree and represent that the 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 Sunset E-bikes, inc. 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. Initials: _____
- 2. 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 “Releases” 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, arising from my participation in the Activities.
- 3. ELECTRIC BIKING SAFETY** I acknowledge that I have been advised to wear an approved helmet, light reflector vest. I acknowledge that I have been advised to wear a full-face helmet and other protective equipment such as elbow/ forearm and knee/shin armor when free riding or down hilling. Wearing an approved helmet while electric biking may be mandatory under provincial law. 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 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. ASSUMPTION OF RISKS** I am aware that Electric biking and the rental of Electric biking equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the Equipment, loss of balance; difficulty or inability to **control one’s speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, ladders, berms and jumps;** changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for electric biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from ones party; negligence of other participants; and NEGLIGENCE ON THE PART OF THE RELEASEES AND THE MANUFACTURERS AND DISTRIBUTORS AND THEIR STAFF, INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ELECTRIC BIKING AS A RESULT OF MY USE OF THE EQUIPMENT.
- 5. I AGREE TO ABIDE by SUNSET E-BIKES, INC** policies and agree to comply with all instructions of the guide, instructor, 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 SUNSET E-BIKES, INC's policies that I accept responsibility for paying and associated rescue and transportation costs.

6. **I HEREBY RELEASE, DISCHARGE, AND CONVEANT to accept and assume all responsibility and risk** for injury, death, illness, disease, or damage to other third parties and their property arising from my participation in the Activities and agree not to Sue SUNSET E-BIKES, INC., its instructors, employees, agents, owners, and contractors (each considered one of the "Releasees") from all liability, claims, demands, losses, injuries, damage to property, or other damages on my account 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, 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 Sunset E- E-BIKES, LLC for any damage caused to property of SUNSET E-BIKES,INC 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.
7. By participating in or attending any Activities in connection with SUNSET E-BIKES, INC's., **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.

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 SUNSET E-BIKES, INC's., 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 SUNSET E-BIKES, INC's., 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 SUNSET E-BIKES, INC's., 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 in which the Activities occur in.

SIGNATURE OF PARTICIPANT:

DATE: _____

PRINT YOUR NAME (First name then last):

DATE: _____