

Resort Sandusky LLC

Test Ride / Rental Waiver Form

THIS RELEASE STATES THAT YOU ACCEPT FULL RESPONSIBILITY FOR ANY PERSONAL INJURY AND/ OR DAMAGE TO EQUIPMENT PROVIDED BY EBIKE CENTRAL FOR RENTAL OR TEST RIDE USE.

I ACKNOWLEDGE THAT BY SIGNING THIS DOCUMENT, I AM ASSUMING RISKS, AND AGREEING TO INDEMNIFY, NOT TO SUE AND RELEASE FROM LIABILITY BUDGET BICYCLES INC (DBA EBIKE CENTRAL), AND EACH OF IT'S RESPECTIVE AGENTS, VENDORS, EMPLOYEES, VOLUNTEERS, MEMBERS, SPONSORS, PROMOTERS AND AFFILIATES (COLLECTIVELY "RELEASEES"), AND THAT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS. THIS RELEASE IS A CONTRACT WITH LEGAL AND BINDING CONSEQUENCES. I HAVE READ IT CAREFULLY BEFORE SIGNING, AND I UNDERSTAND WHAT IT MEANS AND WHAT I AM AGREEING TO BY SIGNING.

In consideration of the use of the test ride bicycle provided to me by one or more of Releasees, I hereby freely agree to and make the following contractual representations and agreements.

I ACKNOWLEDGE THAT CYCLING IS AN INHERENTLY DANGEROUS SPORT AND FULLY REALIZE THE DANGERS OF TEST RIDING A BICYCLE, whether as a rider or otherwise, and FULLY ASSUME THE RISKS ASSOCIATED WITH SUCH PARTICIPATION INCLUDING, by way of example, and not limitation: the dangers of collision with pedestrians, vehicles, other riders, and fixed or moving objects; the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, THE RELEASEES' OWN NEGLIGENCE, the negligence of others and weather conditions; and the possibility of serious physical and/or mental trauma or injury, or death associated with the activity of cycling. For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I HEREBY WAIVE, RELEASE, DISCHARGE, HOLD HARMLESS, AND PROMISE TO INDEMNIFY AND NOT TO SUE the Releasees and their respective agents FROM ANY AND ALL RIGHTS AND CLAIMS INCLUDING CLAIMS ARISING FROM THE RELEASEES' OWN NEGLIGENCE, which I have or which may hereafter accrue to me, and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my use of any bicycle provided by EBIKE CENTRAL.

I agree it is my sole responsibility to continually ride so as to neither endanger myself nor others. I ACCEPT RESPONSIBILITY FOR THE CONDITION AND ADEQUACY OF THE TEST RIDE BICYCLE AND MY CONDUCT AND AGREE TO IMMEDIATELY CEASE RIDING THE TEST RIDE BIKE IF ANY PROBLEM SHOULD ARISE WITH ITS OPERATION. I agree to wear a helmet which satisfies the requirements of the United

States Consumer Product Safety Commission and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I have no physical or medical condition which would endanger myself or others, or would interfere with my ability to use the bicycle provided by EBIKE CENTRAL. I agree, for myself and my successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims.

This contract may not be modified orally, and a waiver or modification of any provision shall not be construed as a waiver or modification of any other provision herein or as a consent to any subsequent waiver or modification. I consent to the release by any third party to Releasees and their insurance carriers of my name and medical information that may relate solely to any injury or death I may suffer arising from the event. Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

We agree to hold harmless Jeff Kermath, Diane Kermath and any other entity associated with us.

E bike renter name / date

E bike renter name / date