



100 Mile Development Corporation

385 Birch Ave - PO Box 340, 100 Mile House, BC V0K 2E0 Ph: (250) 395-2434

**ELECTRIC BIKE RENTAL AGREEMENT, RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT
(hereinafter referred to as the "Release Agreement")**

**BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO
SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT
PLEASE READ CAREFULLY!**

ORGANIZATION NAME:

100 Mile Development Corporation, the South Cariboo Visitor Centre and its staff, and suppliers (all of whom are hereinafter referred as "the Releasees")

DEFINITION:

In this Release Agreement, the term "Electric Biking" shall include all activities, events or services provided, arranged, organized, conducted, sponsored, or authorized by the Releasees, and shall include, but is not limited to: electric biking, orientational and instructional courses, seminars and sessions, travel, transport and accommodation, and other such activities, events, and services in any way connected with or related to electric biking.

ELECTRIC BIKING SAFETY

I acknowledge that I have been advised to wear an approved helmet. 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.

ASSUMPTION OF RISKS:

I am aware that Electric Biking 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 surfaces; changing weather conditions; exposure to temperature extremes or inclement weather; travel on highways, streets, and park paths; encounters with domestic and wild animals, including dogs, bears, and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated from one's 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.

I AM AWARE OF THE RISKS, DANGERS, AND HAZARDS ASSOCIATED WITH ELECTRIC BIKING AND THE OPERATION OF ELECTRIC BIKING EQUIPMENT, AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS, AND HAZARDS, AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMANGE, OR LOSS RESULTING THEREFROM.

Witness _____

Print name clearly _____

RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT:

In consideration of the RELEASEES agreeing to allow the use of their electric bike and equipment, and permitting my use of their services and equipment, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. To WAIVE ANY AND ALL CLAIMS that I have or may in the future have against the RELEASEES AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS, AND TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense, or injury, including death, that I may suffer, or that my next of kin may suffer, as a result of my participation in Electric Biking or the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF THE RELEASEES IN RESPECT OF THE DESIGN, MANUFACTURER, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE, OR REPAIR OF THE EQUIPMENT;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES for any and all liability for any property damage or loss, or personal injury to any third party resulting from my participation in Electric Biking or my use of the Equipment;
3. This Release Agreement and any rights, duties, and obligations, as between the parties to the Release Agreement, shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia and no other jurisdiction; and
4. Any litigation involving the parties to this Release Agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the courts of that province.

In entering into this Release Agreement, I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in Electric Biking or my use of the Equipment, other than what is set forth in this Release Agreement. I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this _____ day of _____, 20 _____

Signature of participant _____

Signature of parent _____

Print name clearly _____



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E-Bike Rental Form

| | |
|---------------------------------|------------------|
| Participant name: | |
| Parent Name : | Age of Minor(s): |
| Address: | |
| Cell Phone: | Home Phone: |
| E-mail: | |
| Emergency contact name & phone: | |
| Experience level with e-bikes: | |

| | | |
|----------------------------|-----------|----------------|
| **OFFICE USE ONLY** | | |
| Date: | | |
| Credit Card #: | Exp: | CVV: |
| Cardholder Signature: | | |
| Security Deposit: | | |
| Cardholder Signature: | | |
| Photo ID photocopied: | | |
| Bike #: | Time Out: | Time Returned: |

| | |
|---------------------|---|
| Rental Rates | \$20.00 per hour |
| | \$75.00 per half-day (4 hours) |
| | \$5.00 for each additional 15 min. |

Minors:

Participants must be 16 years of age and accompanied by a parent. No exceptions.

Security Deposit: \$250.00

The security deposit will be cancelled from your credit or debit card upon return of the equipment, if all components are in good order. Any damages will be deducted from this deposit as well as labor costs to repair the E-bike. You are also expected to pay the 100 Mile Development Corporation the full replacement cost of the equipment, should the e-bike be seriously damaged or not returned. Your credit card will be charged.

Traffic Laws:

Follow all applicable municipal and BC provincial highway traffic regulations. Pay your fines and traffic violations, if any. The Releasee is not responsible for your actions. Pay special attention to parked cars with suddenly opening doors.

Unacceptable use of equipment: This equipment is not approved for free riding, down-hilling, or hard-core mountain biking. Please do not ride through creeks.

Prohibited Activites:

E-bike renter shall not violate any of the following rules and regulations during the operation of the e-bike:

- No passengers permitted on the e-bike.
- Use of alcohol or drugs, illicit or legal, are not permitted prior to or during use of the e-bike.
- No trailers or tandem bike accessories are permitted.

Provided Equipment:

A helmet will be provided. You are welcome to use your own helmet if you prefer. If you choose this option, you are solely responsible to make sure it has the correct safety ratings. Helmets are mandatory. A water bottle holder will be provided as well as a cell phone holder.

Electric Assist Settings:

When your E-bike is in assist mode, the sudden burst of power as you activate the assist can be surprising. We recommend you stay in zero assist when stopped, when taking off, or when going through technical parts of your ride, such as road crossings, the underpass, footbridges, road crossings, or busy pedestrian areas, at which times we also recommend that you dismount. Follow BC biking regulations as always.

