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## RELEASE AND WAIVERS

**READ THIS DOCUMENT IN ITS ENTIRETY BEFORE COMPLETING AND SIGNING. ITS EFFECT IS TO RELEASE FAT TIRE ELECTRIC BIKES, LLC, AND ALL ASSOCIATED ENTITIES, OWNERS, INVESTORS, AND EMPLOYEES FROM ANY LIABILITY RESULTING FROM YOUR BIKE RENTAL AND PARTICIPATING IN THE ACTIVITIES DESCRIBED BELOW, IF ANY, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST FAT TIRE ELECTRIC BIKES, LLC WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM SUCH NEGLIGENCE.**

This is a legally binding Release, Waiver, Discharge and Covenant Not to initiate (collectively, “release”), made voluntarily by me, the undersigned Renter, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives, and assigns, (hereinafter collectively “Renter”, “I” or “me”, which terms shall also include Renter’s parents or guardian, if Renter is under the age of 18) to Fat Tire Electric Bikes, LLC.

**There is a \$250 Deposit on your E-Bike Rental which will be returned upon you returning the E-Bike in good condition. If you damage the E-Bike or do not return it, you will be charged \$1500 as the value of the E-Bike.**

As the undersigned Renter, I fully recognize that there are dangers and risks to which I may be exposed to by participating in the Fat Tire Electric Bikes Programs, (the “Activity”). As the undersigned Renter, I understand that Fat Tire Electric Bikes make no representations as to the condition of the bicycles, battery and key, controller and locks we lend (“Equipment”), if any, nor does Fat Tire Electric Bikes qualify as a merchant or said Equipment, and Equipment is made available as an accommodation, not a service, to Fat Tire Electric Bikes’ clients and friends. I am well advised to check the condition of the Equipment prior to use, and to notify Fat Tire Electric Bikes of any discovered problems or defects in the Equipment. Fat Tire Electric Bikes does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration I assume and take on myself all of the risks and the responsibilities in any way arising from or associated with governing boards, officers, directors, legal representatives, members, employees, administrators, assigns, and contractors, (collectively “Releases”), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at the time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively “Liabilities”), and I agree to defend, indemnify, and save Releases harmless from and against possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or injury. I agree to properly secure/lock all borrowed equipment in legal locations when not in my possession. The safety of accompanying passengers in any attached Equipment (not limited to but including any child-related equipment) is my responsibility and I agree to monitor the condition of the equipment and its passengers at all times. I agree not to use the Equipment in

conditions of reduce visibility (including, but not limited to darkness) I agree not to lend the bike to other while it is in my possession and that if I were to do so, and that if they were to suffer a loss consequently that that is my responsibility alone.

I understand and agree that should the bike be lost or stolen while it is in my possession, Fat Tire Electric Bikes, LLC will automatically charge my debit/ credit card used at the point of sale for an amount of \$1500. I understand and agree that Fat Tire Electric Bikes will not notify me prior to this transaction. The transaction will take place no sooner than 48 hours after the bike is reported missing. I understand and agree that should my bike controller be lost or stolen while it is in my possession, Fat Tire Electric Bikes, will automatically charge my debit/ credit used at the point of sale for the amount of \$50.

I understand and agree that should my rented lock be lost or stolen, while it is in my possession, Fat Tire Electric Bikes, will automatically charge my debit/ credit used at the point of sale for the amount of \$75. I understand and agree that should my rented battery and key be lost or stolen while it is in my possession, Fat Tire Electric Bikes, will automatically charge my debit/Credit card used at the point of sale for the amount of \$300. I understand and agree that should I not return the bike on the date and time agreed to, Fat Tire Electric Bikes will automatically charge my debit/ credit used at the point of sale for the amount of \$1,500.

As undersigned renter, I recognize that this Release means, I am giving up, among other things, all rights to legal actions of any kinds against releases for injuries, damages or losses I or any passengers or persons for whom I am responsible for that may incur. I also understand that this release binds my heirs, executors, administrators, legal representatives and assigns, as well as me. I also agree that I will not under any circumstance institute any chargebacks action on any credit card used in this transaction/rental I also affirm that I have adequate medical and health insurance to cover medical assistance I may require and that any passengers or persons I am responsible for also have adequate medical or health insurance to cover any medical assistance they may require.

I agree that this Release shall by governed for all purposes by Alaskan Law, without regard to such law or choice of law and that any litigation arising out of this agreement be commenced in Anchorage, Alaska.

I have read this entire Waiver and Release. I fully understand that the entire Release and acknowledge that I have had the opportunity to review this release with any attorney of my choosing if I so desire and I agree to be legally bound by this document.

RENTER'S PRINTED NAME:

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RENTER'S SIGNATURE:

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DATE: \_\_\_\_\_