

**COASTAL CRUZERS INC.**

**Electric Bicycle Rental Agreement**

**Hold Harmless Agreement**

**Waiver of Claim**

**Release of Liability**

**Name:** \_\_\_\_\_

**Date/Time of Electric Bicycle Use:** \_\_\_\_\_ **Day/Half-Day/Hourly:** \_\_\_\_\_

**Date/Time of Scheduled Return:** \_\_\_\_\_ **Electric Bicycle Number:** \_\_\_\_\_

**Driver's License Number/State:** \_\_\_\_\_ **Date of Birth:** \_\_\_\_\_

**Address:** \_\_\_\_\_

**City, State, Zip:** \_\_\_\_\_ **Phone:** \_\_\_\_\_

**Emergency Contact Person:** \_\_\_\_\_

Coastal Cruzers Inc., its shareholders, officers, employees, agents, representatives, and affiliates have agreed to permit me to operate an electric bicycle. In consideration for Coastal Cruzers Inc.'s permission to operate the electric bicycle, I promise and agree:

1. That I have inspected the electric bicycle(s) and found the electric bicycle(s) to be in first class condition.

2. To pay Coastal Cruzers, Inc., upon demand, rental for the electric bicycle(s) at the rates provided by Coastal Cruzers, Inc. and attached hereto until the electric bicycle(s) is returned to Coastal Cruzers, Inc.

3. (a) That rentals will be hourly, half-day, or full day as set forth above. (b) That a day is considered 8:00 am to 5:00 pm within the same day. (c) That a half day is considered 8:00 am to 12:00 pm or 12:00 pm to 5:00 pm within the same day. (d) That daily rates apply if the electric bicycle(s) is/are kept after the scheduled return date. (e) That chargeable days include weekends and holidays.

4. To return the electric bicycle(s) to the place of the initial rental no later than the date and time specified above in the same condition as when taken out, except for normal wear or prior damage as listed.

5. To immediately pay for any and all damages incurred to the electric bicycle(s) while I am using it/them.

6. (a) That a damage deposit of \$ \_\_\_\_\_. \_\_\_\_ is required in the form of a VISA or MasterCard preauthorization for each electric bicycle until it is returned and checked for damage. (b) That the damage deposit does not include any type of medical, personal liability, or property damage coverage and it is understood that I am responsible for the entire cost of a replacement electric bicycle of the same year, make, and model if the electric bicycle is damaged beyond repair while in my use or possession. (c) I understand that this could be up to \$ \_\_\_\_\_. \_\_\_\_ per electric bicycle.

7. To maintain and use the electric bicycle(s) in a safe and proper manner, AT MY OWN RISK, in conformity with all laws, ordinances, regulations, and traffic rules pertaining thereto.

8. To wear protective equipment, including but not limited to a helmet, while operating the electric bicycle(s).

9. Not to operate the electric bicycle(s) under the influence of alcohol or drugs.

10. To immediately notify Coastal Cruzers, Inc. in the event of any accident, injury, or property damage resulting from or occurring during the rental period and/or in the event of breakdown, malfunction, or defect.

11. That neither Coastal Cruzers Inc. nor any shareholder, agent, employee, or related party of theirs is liable for damage to property of others or for injury to me or to others while the electric bicycle(s) is/are in my care.

12. That I am aware that operating an electric bicycle involves many inherent risks, dangers, and hazards, including but not limited to: exposed rock, earth, ice or other natural objects; trees, tree wells, tree stumps, forest deadfall; holes and depressions on or beneath the surface; variable and difficult conditions; changes or variations in the terrain which may create blind spots or areas of reduced visibility; streams, creeks, and holes; travel on back-country roads; road-banks and cut-banks; impact or collision with other electric bicycles and vehicles or pedestrians, becoming lost or separated from other participants; mechanical failure of electric bicycles and related equipment; extreme and rapidly changing weather conditions; encounter with wildlife including moose; the failure to operate the electric bicycle(s) safely or within one's own ability; negligence of other bicyclists and other persons; and negligence on the part of Coast Cruzers Inc., including the failure by Coastal Cruzers Inc. to safeguard or protect me from the risks, dangers, and hazards referred to above. Communication while operating the electric bicycle(s) may be difficult, and in the event of an accident, rescue, medical treatment, and evacuation may not be available or may be delayed.

13. To RELEASE, WAIVE, AND DISCHARGE FOREVER ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST COASTAL CRUZERS INC. AND ANY SHAREHOLDER, OFFICER, AGENT, EMPLOYEE, AFFILIATE OR RELATED PARTY OF COASTAL CRUZERS INC. AND TO RELEASE, WAIVE, AND DISCHARGE FOREVER COASTAL CRUZERS INC. 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 use or operation of the electric bicycle(s), due to any cause whatsoever, including negligence, breach of contract, or breach of any statutory or other duty of care, including any duty of care owed under the occupiers liability act, on the part of Coastal Cruzers Inc., and further including the failure on the part of Coastal Cruzers Inc. to safeguard or protect me from the risks, dangers and hazards of the use and operation of the electric bicycle(s) such as those referred to above.

14. To INDEMNIFY AND SAVE AND HOLD HARMLESS Coastal Cruzers Inc. and any shareholder, officer, agent, employee, affiliate or related party of Coastal Cruzers Inc. from any loss, liability, damage, or costs that may occur due to my use or operation of the electric bicycle(s) or to the use

or operation of the electric bicycle(s) by anyone doing so with my express or implied consent, whether caused by the negligence of Coastal Cruzers Inc. or its shareholders, officers, agents, employees, affiliates, or related parties or otherwise.

**15.** To ASSUME FULL RESPONSIBILITY FOR ANY RISK of bodily injury, death, or property damage to all persons, including but not limited to, me, my spouse, my parents, my children, my invitees, my acquaintances, arising out of the use or operation of the electric bicycle(s) by me or by anyone using the same with my express or implied consent, whether caused by the negligence of Coastal Cruzers Inc. or its shareholders, officers, agents, employees, affiliates, or related parties or otherwise.

**16.** (a) That, by entering into this Agreement, I am not relying on any oral or written representation or statement made by Coastal Cruzers Inc., other than what is set forth in this Agreement. This release shall be binding to the fullest extent permitted under Maine law. (b) That if any provision of this release is found to be unenforceable, the remaining terms shall be enforceable. (c) That I have read this agreement, and fully understand its terms, and understand that I have given up legal rights by signing it, and I am signing it freely and voluntarily without any inducement.

**17.** That Coastal Cruzers Inc. shall be entitled to collect all their expenses incurred in enforcing or collecting this Agreement, and/or any amounts due hereunder, including but not limited to attorneys' fees, paralegal and abstractor fees, and costs of suit.

Having read the foregoing Agreement carefully, and knowing and understanding its contents, I have caused this Agreement to be executed as of the date appearing below.

**THIS IS A FINAL RELEASE. CAUTION, READ BEFORE SIGNING!**

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_

## MINOR INDEMNIFICATION

If an individual under the age of eighteen (18) years old seeks to use an electric bicycle in connection with the services provided Coastal Cruzers Inc., then that individual's parent, guardian, or custodian must sign the following:

In consideration for the above-named minor being permitted by Coastal Cruzers Inc. to participate in the activity of electric bicycling, which includes, without limitation, the use of its services and equipment, I agree to the following waiver, release, and indemnification:

The undersigned parent, or guardian, or custodian of the above-named minor, for himself/herself and on behalf of said minor hereby joins in the foregoing agreement and hereby stipulates and agrees to save and hold harmless, indemnify, and forever defend Coastal Cruzers Inc., its shareholders, officers, agents, employees, affiliates, related parties, and volunteers from and against any and all claims, actions, and causes of action, liabilities, suits, expenses (including reasonable attorney's fees) and, NEGLIGENCE made or brought by said minor or by anyone on behalf of said minor, as a result of minor's participation in the activity of electric bicycling and his/her use of the property, services, or equipment of Coastal Cruzers Inc. I, for myself and on behalf of said minor further agree not to sue Coastal Cruzers Inc. as a result of any injury, paralysis, or death that said minor may suffer in connection with his/her use or operation of the electric bicycle.

Date: \_\_\_\_\_

\_\_\_\_\_  
Witness

\_\_\_\_\_  
(signature)

Printed Name: \_\_\_\_\_