

BIKCYCLE/MOTOR SCOOTER RENTAL AGREEMENT/WAIVER AND RELEASE OF LIABILITY

I, _____(print name),

"Rider" (or legal guardian if Rider is a minor), states that Rider has read and understands this Waiver and Release of Liability Form of Woodstock Town Car, LLC, its owners, agents and employees and hereby expressly accepts and agrees to the following:

Risk of Personal Injury. Rider understands that riding a bicycle or motor scooter is an inherently dangerous activity. Risks include, but are not limited to: INJURY TO BODY; BRAIN INJURY, DISABILITY, DEATH, DAMAGE TO PROPERTY, GEAR, AND CLOTHING; AND DAMAGE TO AND/OR INJURY TO OTHERS.

Conditions and Representations. Rider has not made any misrepresentations to Woodstock Town Car, LLC, including, but not limited to:

Rider agrees that Rider is fully responsible for all damage or loss to the rental bicycle or Motor Scooter and any equipment (the "Equipment") and agrees to pay for all repairs or replacement cost if the Equipment is lost, stolen, or damaged. Rider accepts the Equipment for use "as is", and accepts full financial responsibility for the care of the Equipment while it is in Rider's possession; including flat tires, paint scratches, etc.

Rider understands that wearing a helmet may decrease the risk of head injury. A helmet is required and Rider agrees to use the helmet provided by Woodstock Town Car, LLC, or provide and use their own helmet. Rider accepts any and all consequences of not wearing a helmet.

Rider agrees that the Equipment is working properly.

Rider is physically and mentally able to ride a bicycle or motor scooter and is familiar with bike riding or motor scooters and riding motor scooters, their physical and mental requirements, and the risks involved.

Release of all Liability (Including Negligence). RIDER AGREES TO RELEASE AND DISCHARGE TO THE FULLEST EXTENT ALLOWED UNDER LAW, Woodstock Town Car, LLC, FROM ANY LIABILITY for any damages, injuries, claims, demands, suits, actions, causes or action and judgments, including without limitation any injury or damages to Rider or other person or

property, as a result of Rider's rental and or use of the Equipment and Rider further understands and agrees to release Woodstock Town Car, LLC, from any claims that Woodstock Town Car, LLC's negligence caused in whole or in part any such injury or damage.

RIDER EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF RENTING AND/OR USING THE EQUIPMENT, INCLUDING WITHOUT LIMITATION RIDING THE EQUIPMENT OR ALLOWING OTHERS TO RIDE THE EQUIPMENT. RIDER FURTHER AGREES TO INDEMNIFY Woodstock Town Car, LLC, AND HOLD Woodstock Town Car, LLC, HARMLESS FOR ANY DAMAGES, INJURIES, OR CLAIMS, including attorney's fees and costs incurred by Woodstock Town Car, LLC, as a result of Rider's rental and/or use of the Equipment. Rider agrees that Rider's obligation to indemnify and hold Woodstock Town Car, LLC, harmless applies even if Woodstock Town Car, LLC, is negligent. Rider understands this is a contract, which limits Rider's legal rights, and it is binding upon Rider and Rider's heirs, agents and legal representatives. If portions of this Waiver are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing this form you agree to this Waiver and Release of Liability, Rider acknowledges s/he has fully read and understands the above and foregoing.

Minors: Prospective Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Waiver and Release of Liability. The parent/guardian and Rider have read, understand and agree to comply with this Waiver and Release of Liability. By submitting this document online, the parent/guardian agrees to each of the provisions above.

RIDER: PARENT OR LEGAL GUARDIAN

Dated: _____ Dated: _____

By: _____ By: _____

Print: _____ Print: _____