

TRIKE SOMEWHERE L.L.C.

WAIVER & RELEASE OF LIABILITY FORM (MINOR)

I, [name of the parent], am the adult parent or guardian of [name of the minor child], a minor child under the age of eighteen years. I hereby acknowledge, declare and state as hereunder:

1. I consent to my minor child's participation and use of a pedal-operated three-wheeled bicycle ("**Trike**") and associated equipment, which includes a helmet and a lock ("**Trike Equipment**"), that has been rented/will be rented from Trike Somewhere L.L.C ("**Trike LLC**").
2. I understand that this is a non-guided rental and there will be no one who will be guiding me or my minor child on how to use or ride Trike or Trike Equipment. Accordingly, I will ensure that my minor child is made familiar with the full and proper use of Trike and Trike Equipment, including all mechanisms associated with the same, and ensure that the minor child is fully capable of riding a Trike. I further confirm that there are no reasons or problems, including but not limited to health-related issues, which prevent my minor child in any manner whatsoever from riding Trike and using Trike Equipment. I acknowledge that I have been advised for my minor child to use the Trike Equipment and I will ensure that he/she does the same.
3. I will ensure that my minor child is fully aware that the use of a bicycle (including the Trike) is subject to applicable laws, rules, regulations, guidelines and bye-laws. I will ensure that my minor child complies with the same. I will further ensure that my minor child is aware of the Bicycle Commuting and Safety Procedures ("**Procedures**") mentioned at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/bike-program/bicycle-commuting-and-safety>, and that my minor child must comply with the same. I further acknowledge that I and my minor child are particularly aware that the Procedures clearly stipulate that "*Wear a bicycle helmet. It is the law for persons under 18 years of age...*" and I will ensure that my minor child complies with the same.
4. I will ensure that no damage is caused to Trike or the Trike Equipment, and that no alterations, repairs or removal are made to any parts or accessories of Trike or Trike Equipment. I shall be fully responsible for theft of or any damage caused to Trike and Trike Equipment.
5. I understand, agree and accept that there are certain risks and dangers associated with cycling activities and the use of Trike, which may (or may necessarily not) be of physical, hazardous and/or strenuous nature, including but not limited to the risk of accidents, injuries, property damage, mechanical failure of Trike and the Trike Equipment, difficulty or inability to control speed and direction of Trike and loss of balance. I fully assume, personally and on behalf of my minor child, the risks associated with my minor child's use of Trike, and all other risks and dangers and the possibility of personal injury (to my minor child or any other person), death, property damage and any loss arising either directly or indirectly as a result of my minor child's use of Trike and Trike Equipment.

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6. I discharge, undertake not to sue, and hereby release Trike LLC, its affiliates, parent, subsidiaries and other related companies, employees, contractors, agents, directors, shareholders and representatives, from any and all claims, costs, demands, causes of action, and liability of any kind whatsoever for personal injury, death, property damage or loss, negligence, breach of contract or breach of warranty that I may now or in the future have, known or unknown, which in any way results from or arises out of my minor child's use of Trike and Trike Equipment.
7. I hereby release, indemnify, and hold harmless Trike LLC, its affiliates, parents, subsidiaries and other related companies, employees, contractors, agents, directors, shareholders and representatives from any and all claims, proceedings, litigation, damages, demands, actions, causes of action, or liability of any kind whatsoever arising out of or related to my minor child's use of Trike and Trike Equipment, including but not limited to claims for negligence, breach of contract or breach of warranty.
8. I acknowledge that I have been given the opportunity to ask any questions that I may have about Trike and Trike Equipment, and that any and all questions have been answered to my satisfaction.
9. This Waiver & Liability Form (the "**Form**") benefits Trike LLC, its affiliates, parents, subsidiaries and other related companies, employees, contractors, agents, directors, shareholders and representatives. This Form binds me, my executors, administrators, heirs, next of kin, successors and assigns.
10. I have read and voluntarily signed this Form. I have not been coerced to sign this in any manner whatsoever.
11. This Form shall be construed in a broad manner to provide a release and waiver in respect of all risks, whether known or unknown and to the maximum extent as permissible under the applicable laws.
12. I, the undersigned, hereby certify that the information given on this Form is correct, that I am the parent/guardian of the minor child, and I am over the age of eighteen years, and I have read, understand, accept to and agree with the contents of the Form.

I have read this Form and fully understand the terms and have signed hereunder with my own free and voluntary will:

Print Name

Sign Name

Address

Cell Phone

Date