

## TRIKE SOMEWHERE L.L.C.

### WAIVER & RELEASE OF LIABILITY FORM

I, *[name of the renter]*, the undersigned, hereby acknowledge, declare and state as hereunder:

1. I assume the risk of 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 on how to use or ride Trike or Trike Equipment. Accordingly, I confirm that I am familiar with the full and proper use of Trike and Trike Equipment, including all mechanisms associated with the same, and 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 me in any manner whatsoever from riding Trike and using Trike Equipment. I acknowledge that I have been advised to use the Trike Equipment and I agree to do the same.
3. I am aware that the use of a bicycle (including the Trike) is subject to and I agree to comply with any applicable laws, rules, regulations, guidelines and bye-laws. I further acknowledge that I am aware of the Bicycle Commuting and Safety Procedures mentioned at <https://dot.ca.gov/programs/local-assistance/fed-and-state-programs/bike-program/bicycle-commuting-and-safety>, and I agree to comply with the same.
4. I will ensure that no damage is caused to Trike or the Trike Equipment, and will not attempt to make any alterations, repairs or remove 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 such risks and dangers and the possibility of personal injury (to myself or any other person), death, property damage and any loss arising either directly or indirectly as a result of my use of Trike and Trike Equipment.
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 use of Trike and Trike Equipment.

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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 the 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 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:**

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**Print Name**

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**Sign Name**

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**Address**

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**Cell Phone**

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**Date**