

Electric bike rental agreement, release of liability, waiver of claims, assumption of risks and indemnity agreement
(hereinafter referred to as the "release agreement")

By signing this document, you will waive or give up certain legal rights, including the right to sue or claim compensation following an accident please read carefully!

Organization name:

BARK ECHO eBikes Ltd. and its (their) directors, officers, employees, instructors, guides, agents, representatives, independent contractors, subcontractors, suppliers, sponsors, successors, and assigns (all of whom are hereinafter referred to as "the Releasees")

Definition:

In this Release Agreement, the term "electric biking" shall include all activities, events or services provided, arranged, organized, conducted, sponsored or authorized by the Releasees and shall include, but is not limited to: electric biking; electric bike rental; orientational and instructional courses, seminars and sessions; travel, transport and other such activities, events and services in any way connected with or related to electric biking or the rental of electric biking equipment.

Rental agreement:

I accept full responsibility for the electric bike equipment rented ("the equipment") and agree to pay for any damage to the equipment and replace the equipment at full retail value if not returned by the agreed date. A security deposit will be required.

Electric biking safety:

I acknowledge that I have been advised to wear an approved helmet. Wearing an approved and buckled helmet while electric biking may be mandatory under provincial law. I am aware that electric biking is subject to all applicable municipal and BC provincial highway traffic regulations. I am familiar with the proper use of the equipment, including all quick release mechanisms, brakes and gear shifters, electronic assist settings. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the equipment.

Assumption of risks:

I am aware that electric biking and the rental of electric biking equipment involves many risks, dangers and hazards including, but not limited to: mechanical failure of the equipment, loss of balance; difficulty or inability to control one's speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the riding surface including rocks, gravel, cliffs, trees, roots, tree stumps, streams and creeks and manmade structures such as bridges, berms; changing weather conditions; exposure to temperature extremes or inclement weather; travel or transport to and from the sites used for electric biking; travel on highways and backcountry roads; encounters with domestic and wild animals including dogs, bears and cougars; collision with pedestrians, motor vehicles, and cyclists; becoming lost or separated, from one's party; negligence of other participants; and negligence on the part of the Releasees and the manufacturers and distributors and their staff, including the failure on the part of the Releasees to safeguard or protect me from the risks, dangers and hazards of electric biking as a result of my use of

the equipment. I am aware of the risks, dangers and hazards associated with electric biking and the rental of electric biking equipment and I freely accept and fully assume all such risks, dangers and hazards and the possibility of personal injury, death, property damage or loss resulting therefrom.

Release of liability, waiver of claims and indemnity agreement:

In consideration of the Releasees agreeing to rent me electric biking equipment and permitting my use of their services, equipment and other facilities, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. **To waive any and all claims** that I have or may in the future have against the Releasees and the equipment manufacturers and distributors and to release the Releasees 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 participation in electric biking or the use of the equipment, due to any cause whatsoever, including negligence, breach of contract, or breach of warranty on the part of the Releasees in respect of the design, manufacture, selection, installation, maintenance, inspection, service or repair of the equipment, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the equipment;
2. **To hold harmless** and indemnify the Releasees for any and all liability for any property damage, loss or personal injury to any third party resulting from my participation in electric biking or my use of the equipment;
3. This release agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;
4. This release agreement and any rights, duties, and obligations as between the parties to this release agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia and no other jurisdiction; and
5. Any litigation involving the parties to this release agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the courts of that province.

In entering into this release agreement I am not relying on any oral or written representations or statements made by the Releasees with respect to the safety of participating in electric biking or my use of the equipment, other than what is set forth in this release agreement. I confirm that I have read and understood this release agreement prior to signing it, and I am aware that by signing this release agreement I am waiving certain legal rights which I or my heirs, next of kin, executors, administrators, assigns and representatives may have against the Releasees.

Covid-19 in Stage 3 Reopening:

Bark Echo eBikes Ltd. has researched BC Health, BC Centre for Disease Control, Work Safe BC for safe practices, and cleaning protocol and posted these on the premises. Please respect and follow these guidelines. The information collected at the end of this document may be released to BC Health or its representatives, employees, or contractors, for contact-tracing purposes in the event of a Covid-19 occurrence.

Traffic Laws:

Follow all applicable municipal and BC provincial highway traffic regulations.

Pay your fines and traffic violations if any, the Releasee is not responsible for your actions. Pay special attention to parked cars with suddenly opening doors. As of July 23, 2020, the BC fine for “dooring” by the driver or passengers of the vehicle, has quadrupled to \$368.00. Be careful.

Property damage:

I agree that Bark Echo eBikes Ltd. shall not be responsible if I cause injury to another person or if I damage another bicycle, vehicle or other personal property of another person or property. I hereby agree to protect, defend, indemnify, and hold harmless Bark Echo eBikes Ltd. and its officers, agents, employees, and affiliates, and to pay any claim, including attorneys’ fees, brought by a third party arising out of my use of the equipment and for any liability associated with any personal accident and/or injury as a result of my use of the equipment.

Unacceptable use of equipment:

This equipment is not approved for freeriding, down-hilling, or hard-core mountain biking. Please do not ride in salt water on the beach.

Prohibited activities:

Renter shall not violate any of the following rules and regulations during the operation of the bicycle:

- No passengers permitted on the bicycle
- Use of alcohol or drugs, illicit or legal, are not permitted prior to or during use the eBike
- eBiker must be at least 19 years of age

Protective equipment:

Under normal times, a helmet would be provided. At this time and for the foreseeable future, you will be required to supply your own helmet and gloves. Helmets are available for purchase.

Electric assist settings:

I confirm that I have a complete understanding in the use of the electric assist settings on the rental eBike. I have read and understand the manual on safely operating the electric bicycle and have requested any needed clarifications regarding the use of the equipment. I have been given access to a copy of these instructions.

Please be aware: when your eBike is in assist mode, it can sometimes be surprising to get a sudden burst of power as you start pedalling. Best practice is to stay in zero assist when stopped, when taking off, or when going through technical parts of your ride, such as train track barriers, road crossings, or busy pedestrian areas like the boardwalks. Follow BC biking regulations as always.

Fitness:

Bark Echo eBikes Ltd. expects you to have a level of fitness to ride bicycles. If you have any medical conditions which may affect proper and safe use of the equipment, you will be denied access to rent and eBike.

Security deposit:

The security deposit will be cancelled from your credit or debit card upon return of the equipment, if all components are in good order. Any damages will be deducted from this deposit as well as labour costs to repair the eBike. If the equipment has been stolen,

you are expected to file a police report. You are also expected to pay Bark Echo eBike Ltd. the full replacement cost of the equipment.

What to bring on pick-up day:

As of mid-March, no helmets will be included in the rental of the eBike.

Bring:

- Helmet
- Gloves
- Water bottle or hydra pack
- Sunscreen
- Approved Covid-19 facemask
- Personal size hand sanitizer
- Photo ID, credit, or debit card
- Suggested Trailforks app on your cellphone
- Your enthusiasm!

Name:
Address:
Cell #:
Home/office #:
Email:
Date:
Signature:
Emergency contact name and #:
Bike type and number rented:
Security Deposit:
BEEB signature:
Photo ID verified: