



## **eBike Lending Library Rental Agreement and Liability Waiver**

THIS IS A LEGAL AND BINDING AGREEMENT. YOU SHOULD READ ALL TERMS AND CONDITIONS OF THIS AGREEMENT BEFORE AGREEING TO ENTER INTO THIS AGREEMENT. BY USING OUR SERVICES (INCLUDING BUT NOT LIMITED TO USING OUR ELECTRIC BICYCLES, WEBSITE, OR COMPLETING A REGISTRATION FORM, FOR EXAMPLE), YOU ARE AGREEING TO THESE TERMS CONTAINED IN THIS AGREEMENT, INCLUDING THAT YOU ARE OF LEGAL AGE TO ENTER INTO BINDING CONTRACTS, SO PLEASE READ THEM CAREFULLY. YOU ARE ALSO AGREEING THAT YOU HAVE AUTHORITY TO AGREE TO THESE TERMS PERSONALLY.

BY ENTERING INTO THIS AGREEMENT, YOU ARE PERMITTED TO USE THE eBIKES PROVIDED BY HADCO AS PART OF THE HADCO eBIKE LENDING LIBRARY WITH CERTAIN USE RESTRICTIONS AS A CONDITION FOR USE OF THE eBIKE. ADDITIONALLY, YOU RELEASE AND WAIVE CERTAIN RIGHTS AND CLAIMS, AS WELL AS ACCEPT CERTAIN RESPONSIBILITIES. WE MAY AMEND THESE TERMS FROM TIME TO TIME, AND THE REVISED VERSION WILL BE EFFECTIVE WHEN POSTED ON THE HADCO WEBSITE OR OTHERWISE MADE AVAILABLE TO YOU. THE REVISED TERMS SUPERSEDE ANY PREVIOUS VERSIONS. YOU MAY OF COURSE STOP USING OUR SERVICES AT ANY TIME, AND WE MAY TERMINATE THESE TERMS OR YOUR USE OF ANY SERVICES, OR GENERALLY CEASE OFFERING OR DENY ACCESS TO ANY PORTION OF THE SERVICES, AT ANY TIME AND FOR ANY REASON IN OUR SOLE DISCRETION.

In consideration of your use of any of the Services of the eBike Lending Library, HADCO requires that you agree to all terms and conditions of the Rental Agreement and Liability Waiver, as applicable. The "Services" provided by the HADCO eBike Lending Library are composed of electric bicycles and electric tricycles ("eBikes"), all other related equipment, personnel, services, and information provided or made available by HADCO.

HADCO expressly agrees to allow, and you expressly agree to take on, rental of eBikes subject to the terms and conditions set out herein.

### **1. GENERAL RENTAL AND USE OF eBIKES.**

1.1 You Are the Sole Permitted User. You and HADCO are the only parties to the Rental Agreement. You are the sole renter and are solely responsible for compliance with all terms and conditions contained herein. You understand that when you rent an eBike, the eBike must be used only by you. You must not allow others to use an eBike that

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you have rented. You must not transfer an eBike key or give an eBike lock combination to anyone in any manner whatsoever.

1.2 You Must Be At Least 18 Years Old. You represent and certify that you are at least 18 years old.

1.3 You Must Be a Competent eBike Operator. You represent and certify that you are familiar with the operation of the eBike, and are reasonably competent, knowledgeable, and physically fit to ride the eBike and knowledgeable about the laws pertaining to the eBike in the jurisdictions where they are to be used. By choosing to ride an eBike, you assume all responsibilities and risks for any injuries or medical conditions that may result from your use. You are responsible for determining whether conditions, including, without limitation, rain, fog, snow, hail, ice, heat, or electrical storms, make it dangerous to operate an eBike. We advise you to adjust your riding behavior and braking distance to suit the weather, visibility, surrounding environment, and traffic conditions.

1.4 eBike is the Exclusive Property of HADCO. You agree that the eBike, the bike lock, and any equipment attached thereto, at all times, remain the exclusive property of HADCO. You must not dismantle, write on, or otherwise modify, repair, or deface an eBike, any part of an eBike, or related equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on an eBike in any way. You must not use an eBike or other equipment for any advertising or similar commercial purpose.

1.5 eBike Operating Hours and eBike Availability. The HADCO eBike Lending Library locations operate during normal business hours. Any changes to locations and/or business hours will be posted on the HADCO website. eBike Lending Library locations will not operate on weekends, holidays, during HADCO office closures (regardless of the purpose), or during extreme weather. You agree and acknowledge that eBikes may not be available during regular operating hours. eBikes must be returned within the maximum rental time limits set forth below. The number of eBikes is limited and eBike availability is never guaranteed.

1.6 eBike May Be Used and/or Operated Only in Permitted Areas. You agree to only use, operate and/or ride the eBike in permitted areas as defined by law and HADCO's policies. Using an eBike outside of permitted areas or failure to return an eBike to the appropriate Lending Library location may result in your removal from the eBike Lending Library program.

1.7 Requirement to Discontinue Use. You agree that you shall discontinue use of the eBike immediately and return it to a HADCO eBike Lending Library location if it, or any component of it, should become defective or malfunction while riding the eBike and during any use or operation of the eBike and you will notify HADCO staff of the issue.

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HADCO may, at its sole discretion, issue another eBike to you, pick up the eBike at issue, or provide any other related services.

1.8 You Must Follow Laws Regarding Use and/or Operation of eBike. You agree to follow all laws pertaining to the use, riding, parking, and/or operation of the eBike, including all state and local laws and the rules and regulations pertaining to eBikes in the area where you are operating the eBike, including any helmet laws.

1.9 Prohibited Acts. YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

- Operate any eBike in violation of any laws, rules, regulations, and/or ordinances, including any and all rules pertaining to riding any eBikes on sidewalks and/or parking eBikes.
- Operate an eBike while carrying any briefcase, backpack, bag, or other item if it impedes your ability to operate the eBike safely.
- Operate an eBike while using any cellular telephone, text messaging device, portable music player, or other device that may distract you from safely operating the eBike.
- Operate an eBike while under the influence of any alcohol, drugs, medication, or other substance that may impair your ability to operate an eBike safely.
- Carry a second person, child, or pet on an eBike.
- Use any locking mechanism on the eBike other than those provided by HADCO.
- Park any eBike in a manner that does not strictly comply with all applicable laws, rules, regulations, and/or ordinances. You expressly agree that you are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that you are operating any eBike.
- Park or place any eBike in a manner that prevents HADCO from locating and accessing it. If you violate this Section, HADCO may charge you up to \$1,500, in our sole and absolute discretion.
- Leave an eBike unattended at any time.

1.10 eBike Is Intended for Only Limited Types of Use. You agree that you will not use the eBike for racing, mountain, stunt, or trick riding. You agree that you will not operate and/or use the eBike on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal and/or a nuisance to others. You agree that you will not use the eBike for hire or reward. You agree that you will not use the eBike for any illegal purpose.

1.11 Weight and Cargo Restrictions. You must not use the eBike or basket or other luggage carrier improperly with regard to type or weight of contents or any visual obstruction or riding impediment. You must comply with any maximum weight limit noted on the eBike or on the HADCO website.

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1.12 No Tampering. You must not tamper with, attempt to gain unauthorized access using, or otherwise use related equipment other than for purposes of using an eBike pursuant to this Rental Agreement.

1.13 Reporting of Damage or Crashes. You must report any accident, crash, damage, personal injury, stolen or lost eBike, stolen or lost eBike lock key, or vandalism to HADCO immediately. If a crash involves personal injury, property damage, or a lost or stolen eBike, you shall file a report with the local police department within 24 hours. A police report should be provided to HADCO upon request within 5 business days of the incident and contain the facts surrounding the incident and contact information for witnesses and anyone else involved in the accident/incident. You agree to follow any instructions from HADCO and to complete any required forms. You agree that you are responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost eBike.

1.14 Your Responsibility for eBike Use and Damage. You agree to return the eBike in the same condition in which it was rented. You will not be responsible for normal wear and tear.

1.15 Electric Bikes. You understand that electric bicycles provide a different user experience and may pose different risks and dangers, and you assume those risks with respect to electric bicycles in the HADCO eBike Lending Library program.

1.16 eBike Availability. You agree and acknowledge that eBikes may not be available at all times. eBikes require periodic charging of batteries in order to operate. You agree to use and operate eBikes safely and prudently and comply with all restrictions and requirements associated with eBikes, as set forth in any applicable laws, rules, regulations, and/or ordinances. You understand and agree to the following:

- The level of charge power remaining in the eBike will decrease with use of the eBike (over both time and distance), and that as the level of charge power of the eBike decreases, the speed and other operational capabilities of the eBike may decrease (or cease in its entirety).
- The level of charging power in the eBike at the time you initiate the rental or operation of the eBike is not guaranteed and will vary with each rental use.
- The rate of loss of charging power during the use of the eBike is not guaranteed and will vary based on the eBike, road conditions, weather conditions and other factors.
- It is your responsibility to check the level of charge power in the eBike and to ensure that it is adequate before initiating operation of the eBike.

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- The distance and/or time that you may operate the eBike before it loses charging power is never guaranteed.
- The eBike may run out of charging power and cease to operate at any time during your rental of the eBike, including before reaching your desired destination.

### **2. RENTAL POLICIES.**

2.1 Pre-Rental Orientation. Prior to renting an eBike for the first time, you must attend an eBike program orientation. The orientation will cover the check out and check in process, proper use of the eBike, basic safety tips for riding with traffic, how to secure the eBike when not using it, what to do if the eBike malfunctions, and what to do if there's an incident on the road. The program orientation takes place in person at an eBike Lending Library location.

2.2 eBike Reservation. HADCO prefers you to use the electronic reservation system available on its website. However, if you do not have internet access, you may call the HADCO office to request a reservation. Reservations can be made in advance up to 90 days before the reservation date. However, HADCO reserves the right to limit the number of reservations per person.

2.3 eBike Check Out. You agree to arrive at the appropriate HADCO eBike Lending Library location on the date and time of your reservation. Prior to giving you the eBike, HADCO staff will do a walk-around of the eBike and note any imperfections. During this time, you shall do your own safety inspection as outlined in section 5.1 below and report any concerns to HADCO staff. Once the inspection is complete, HADCO will give you the eBike and a bike lock with a key or combination lock.

2.4 Maximum Rental Time. The maximum rental time is three hours ("Max Rental Length"). You agree that you will return the eBike to the HADCO location from which it was rented within the Max Rental Length of time that rental of the eBike began. You agree that you are solely responsible for being aware of any elapsed time related to the timely return of the eBike. eBikes not returned to the appropriate HADCO location within Max Rental Length will be considered lost or stolen, and a police report may be filed.

2.5 eBike Returns. You agree to return the eBike to the same HADCO location from which it was rented and in the same condition it was in at the start of your rental time. HADCO will do a second inspection of the eBike upon your return. You shall report any issues with the eBike to HADCO staff when you return from your ride.

### **3. FEES.**

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3.1 Usage Fees. There are no rental or late fees when using the HADCO Lending Library eBikes. You agree that repeated late eBike rental returns may result in your suspension or removal from the eBike Lending Library program. HADCO residents will not be required to keep a security deposit or a credit or debit card on file with the eBike Lending Library.

3.2 Pick Up Fees. If you are unable to return an eBike to the appropriate HADCO location and request that the eBike be picked up by HADCO eBike Lending Library staff, HADCO, at its sole discretion, may choose to charge you a pick-up fee up to \$100. If any eBike rented under your name is abandoned without notice, you may be responsible for a pick-up fee plus any applicable travel time and fuel costs for HADCO to recover the eBike.

3.3 Lost or Stolen Bike Lock and/or Key. If the bike lock and/or bike lock key are not returned with the eBike within the Max Rental Length, it will be considered lost, and you may be charged for a replacement.

3.4 Damaged eBike Fee. If an eBike is returned damaged or in a state of disrepair, you may be charged equal to the cost of repair plus any applicable travel time and fuel costs for HADCO to have the eBike repaired.

3.5 Lost or Stolen eBike Fees. eBikes reported as lost or stolen or eBikes that are not returned within the Max Rental Length will be considered lost and you may be charged up to \$1,500 to replace the lost eBike.

3.6 Fee Charges. Fee charges will be invoiced to the HADCO resident responsible for the eBike at the time the fee was assessed. Residents will have thirty days to pay the total invoice amount or to make acceptable payment arrangements. Residents with outstanding fee balances for more than thirty days and who have not made acceptable payment arrangements will be suspended from the eBike Lending Library program until all fees are paid in full. Residents who do not comply with their payment arrangements may be suspended from the eBike Lending Library program. Residents who do not make payment arrangements and do not pay their fee balance within ninety days are subject to referral to a collection agency. HADCO, at its sole discretion, may choose not to charge fees or to waive fees as it sees fit.

#### **4. RELEASES; DISCLAIMERS; LIMITATION OF LIABILITY; ASSUMPTION OF RISK.**

4.1 Releases. "Claims" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed,



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conditional, or contingent), including claims for injuries and death, that arise from or relate to (a) any of the Services, including any of the eBikes, equipment or related information, or (b) your use of any of the foregoing. "Released Persons" means, collectively, HADCO and all of its owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns, and (ii) every sponsor of any of the Services and all of the sponsor's owners, managers, affiliates, employees, contractors, officers, directors, shareholders, agents, representatives, successors, and assigns. In exchange for you being allowed to use any of the Services, eBikes, and other equipment or related information provided by HADCO, you (acting for you and for all of your family, heirs, agents, affiliates, representatives, successors, and assigns) (collectively, the "Releasing Parties" and each a "Releasing Party") do hereby fully and forever release and discharge all Released Persons for all Claims that Rider ever had, now has, or may claim to have against any Released Person. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended third-party beneficiaries of such releases.

Releasing Party hereby acknowledges that he/she has been advised by legal counsel, is familiar with and fully understands the provisions of California Civil Code Section 1542 which provides as follows: "A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR." Having been so advised, Releasing Party nevertheless elects to and does assume all risks for Claims known or unknown, suspected or unsuspected, heretofore arising from the subject of this Section 3, and specifically waives any rights it may have under Section 1542, as well as under any other statute or common-law principle in any jurisdiction with a similar effect.

4.2 Disclaimers. YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, EBIKES, OR RELATED EQUIPMENT IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, EBIKES, OR RELATED EQUIPMENT, HADCO AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE SERVICES, EBIKES, AND RELATED EQUIPMENT ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). HADCO AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, EBIKES, OR RELATED EQUIPMENT WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, EBIKES, OR RELATED EQUIPMENT.

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4.3 Limited Liability. IN ADDITION TO THE LIMITATION OF LIABILITY PROVISIONS CONTAINED IN THE AGREEMENT, YOU HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, HADCO AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS RENTAL AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, EBIKES, OR RELATED INFORMATION, (C) YOUR BREACH OF THIS RENTAL AGREEMENT OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A HELMET WHILE USING AN EBIKE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF HADCO OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THE TOTAL LIABILITY OF HADCO AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS. WITHOUT LIMITING THE BREADTH OF THE FOREGOING, YOU AGREE TO RELEASE HADCO AND ALL OTHER RELEASED PERSONS FOR ANY INJURY, DAMAGES OR LOSSES CAUSED BY THE ALLEGED NEGLIGENCE OF HADCO OR ANY OTHER RELEASED PERSON.

4.4 Assumption of Risk by You. You are solely and fully responsible for the safe operation of the eBike at all times. You agree that eBikes are machines that may malfunction, even if the eBike is properly maintained, and that such malfunction may cause injury. You agree that riding an eBike and the Services involve many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to you or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. You agree that such risks, dangers, and hazards are your sole responsibility, including, but not limited to, choosing whether to wear a helmet as required by law or utilize other protective gear. You agree that if your use of any of the eBikes or Services causes any injury or damage to another person or property, then you may be liable for all resulting injuries, damages, and related costs. By choosing to operate an eBike, you assume full and complete responsibility for all related risks, dangers, and hazards, and you agree that HADCO and all other Released Persons are not responsible for any injury, damage, or cost caused by you with respect to any person or property, including the eBike itself.



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4.5 Indemnification. In addition to the indemnification provided for in the Agreement, you will indemnify and hold the Released Persons harmless from all Claims and from any other losses, suits or other proceedings arising out of or relating to your use of eBikes and any breach of the terms of this Agreement; provided, however, that Released Persons must notify you as soon as practicable after the date notice of such Claim, loss, suit or other proceeding is served on Released Persons directly (as opposed to service on a statutory agent for service of process) or otherwise brought to the attention of Released Persons.

### 5. Additional Terms of Use.

5.1 Safety Check. Before each use of an eBike, you shall conduct a basic safety inspection of the eBike, which includes inspecting the following, as applicable: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the seat, pedals and basket; (v) alignment of the fender and the metal rods that hold the fender in place; (vi) good condition of the frame; (vii) sufficient battery charge power; and (viii) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to operate the eBike if there are any noticeable issues, and to immediately notify HADCO eBike Lending Library staff of any problems.

5.2 Requirement to Acknowledge that No Insurance is Provided under this Agreement. You expressly acknowledge and agree that HADCO does not provide insurance of any kind including but not limited to: property damage, liability, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever. HADCO recommends that eBike Lending Library Program participants purchase their own insurance policy to provide appropriate coverage when using a HADCO eBike.

5.3 Lost or Stolen eBike. An eBike may be deemed lost or stolen if (a) the eBike is not returned within 12 consecutive hours, (b) the eBike's GPS unit is disabled, if applicable, (c) a malfunctioning eBike reported to HADCO is parked on private property, in a locked area, or in any other non-public space which is not accessible to HADCO, or (d) other facts and circumstances exist that suggest to HADCO in its reasonable, good faith determination that an eBike has been lost or stolen. You and HADCO agree that the last documented rider of an eBike shall be responsible for a lost or stolen eBike unless facts and circumstances suggest otherwise to HADCO in its reasonable, good faith determination. If HADCO deems an eBike lost or stolen, HADCO shall have the authority to take any and all actions it deems appropriate (with respect to the last rider of an eBike or otherwise), including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. The data generated by HADCO's GPS systems is conclusive evidence of the period of use of an eBike by a rider, including you. You must report the eBike disappearance or

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theft to HADCO immediately or as soon as possible. You agree that you are responsible and liable for misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys' fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost eBike, eBike accessories, or bike lock.

5.4 Responsibility for Tickets, Fees, and Fines. You agree that you are solely responsible and will not hold the Released Persons liable for any moving violation, fines, and/or illegal activities incurred by you while using, riding and/or operating the eBike. You agree to pay on demand all fines, and court costs, including administrative fees for parking, bus lane, traffic or other legal and/or moving violations assessed against the eBike, you, or HADCO during your rental or use of the eBike. You agree to pay HADCO for any costs, expenses and/or attorney's fees for processing, pursuing and/or defending any such claims.

5.5 Helmets; Safety. HADCO recommends that you wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. HADCO does not represent or warrant the quality or safety characteristics of any helmet, and you agree that none of HADCO and its Released Persons are liable for any injury suffered by you while using the Service, whether or not you are wearing a helmet at the time of injury. You may need to take additional safety measures or precautions not specifically addressed in this Rental Agreement.

5.6 eBike Routes. You agree that HADCO does not provide or maintain places to ride eBikes, and that HADCO does not guarantee that there will always be a safe place to ride an eBike. Roads, bicycle lanes, and other accessible areas may become dangerous due to weather, traffic, or other hazards.

5.7 Limitations on eBike Rental. You agree that HADCO is not a common carrier. Alternative means of public and private transportation are available to the general public and to you individually, including public buses, taxis, and pedestrian paths. HADCO provides eBikes only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate an eBike on their own and who have agreed to all terms and conditions of this Rental Agreement.

5.8 Limitations on Availability of Service. HADCO makes every effort to provide the Service during all regular days and hours of operation but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent HADCO from providing the Service. Access to the Service is also conditioned on the availability of eBikes. HADCO does not represent or warrant the availability of any Service or the availability of any eBike at any time. You agree that HADCO may require you to return an eBike at any time.

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5.9 Acceptance of Agreement. You expressly acknowledge that you have carefully read the entire Agreement, including the terms and conditions, and understand this Agreement, including but not limited to the Waiver of Liability, Assumption of Risk, and Indemnification Provisions, fully, and expressly agree to be bound by this Agreement. You voluntarily give your consent and expressly agree to all the conditions included in this Agreement as set forth above.

YOU HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS. BY ACCEPTING THIS AGREEMENT AND CHECKING OUT A BIKE AT A PROGRAM LOCATION, YOU HAVE AFFIRMATIVELY AGREED TO ENTER INTO THIS AGREEMENT.

Participant Full Name: \_\_\_\_\_

Participant Rental Address: \_\_\_\_\_

Participant Signature: \_\_\_\_\_

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