



PLAIN LANGUAGE STATEMENT

I am going to rent and ride an electric bicycle which could be an incredibly dumb decision. I probably won't die but I might crash and break a bone, need stitches, hit my head on concrete. I swear, promise – even pinky-promise, vow, pledge, guarantee that I will not sue POWER THE PEDALS LLC if I'm injured while riding their electric bicycles or using their equipment.

POWER THE PEDALS LLC

RELEASE OF CLAIMS AND ASSUMPTION OF RISK AGREEMENT

The person who is participating in the electric bicycle activity shall be referred to hereinafter as the "Participant." The term "Undersigned" means only the Participant when the Participant is age 18 years or older OR it means both the Participant and the Participant's parent and/or legal guardian when the Participant is under the age of 18 years. In consideration for participation in the electric bicycling activity with POWER THE PEDALS LLC, and the use of the electric bicycle(s), electric bicycle accessory(ies), bicycle helmet(s), bicycle lock(s), vehicle-mounted bicycle rack, and/or other related equipment for the electric bicycle activity of POWER THE PEDALS LLC, the Undersigned and/or Participant understand(s), acknowledge(s), and contractually agree(s) as follows hereinafter referred to as the "Agreement."

1. Acknowledgement of Dangers and Risks: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that operating an electric bicycle or participating in any related electric bicycling activity with POWER THE PEDALS LLC, and/or using any of the electric bicycle equipment of POWER THE PEDALS LLC, including but not limited to the use of the electric bicycle(s), electric bicycle accessory(ies), bicycle helmet(s), bicycle lock(s), vehicle-mounted bicycle rack, and/or other related

equipment for electric bicycling activity hereinafter referred to as the "Activity," can be HAZARDOUS AND INVOLVE THE DANGERS, RISKS, AND CONSEQUENCES OF PROPERTY DAMAGE, PHYSICAL INJURY, AND/OR DEATH. The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that participating in the Activity necessarily involves inherent, known, unknown, and unanticipated dangers, risks, and consequences. The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that the dangers, risks, and consequences cannot be eliminated from the Activity without jeopardizing the essential qualities of the Activity. The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that the following dangers, risks, and consequences are necessarily inherent to the Activity; that the following list is not exhaustive nor comprehensive; and that there may be other unknown and/or unanticipated dangers, risks, and consequences that are necessarily inherent to the Activity but that are not hereinafter listed: incompetence of the Undersigned and/or Participant; incompetence of minor Participant; acts of commission and/or omission of the Undersigned and/or Participant; consumption of food and/or drink by the Undersigned and/or Participant during the Activity; encountering terrain features; encountering extreme terrain features; encountering variations in terrain whether natural, man-made, moveable, immovable, or as a result of engineering and/or design, such as roadways, waterways, sidewalks, sidewalk gutters, bridges, rivers, streams, water features, ditches, trails, pathways, or other terrain modifications; existing, changing, or otherwise dangerous electric bicycling conditions; slick, slippery, or uneven surfaces; surfaces covered with ice, snow, water, rocks and/or gravel; storms, lightning, wind, hail, snow, rain, fog, changing weather, and other adverse, inclement weather conditions; wildlife; attacks by animals; contact with insects and plants; difficulty with route-finding; high altitude; riding and/or operating, loading, and/or unloading an electric bicycle; electric bicycle damage, mechanical and/or equipment failure, or malfunction; unmarked and marked rocks, holes, tree stumps, trees, forest growth, bare spots, step-offs, and/or drop-offs; encountering and/or colliding with pedestrians, bicyclists, electric bicyclists, and/or other motorized vehicles including motorcycles; encountering and/or colliding with natural, man-made, moveable, or immovable objects and/or obstructions; colliding with and/or impacting signs, posts, fences or enclosures, hydrants, or water pipes; falling; slipping; tripping; losing balance while riding and/or operating electric bicycle; varying visibility; encountering unmaintained trails, paths, pathways, and/or roadways; trail, path, pathway, and/or roadway obstructions; encountering wildlife; failing to understand and comply with signage; falling objects; lack of shelter; limited access to and/or delay of medical attention; failed or poorly executed attempts at rescue or medical care; health condition and/or health status of Undersigned and/or Participant; strenuous activity; fatigue; dehydration; hypothermia; altitude sickness; frostbite; heat exhaustion; sunburn; bacterium, virus or other microorganism that induces or is capable of inducing illness or disease and mental or emotional damage or distress from exposure to any of the above.

2. Assumption of Risk: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that the Undersigned and/or Participant is/are exercising his, her, and/or their moral agency and intentionally and/or voluntarily choosing to participate in and accept all the inherent dangers, risks, and consequences of the Activity; and further understand(s), acknowledge(s), and agree(s) that there are other such unknown and/or unanticipated dangers, risks, and consequences that may not be specifically set forth in this Agreement. By signing this Agreement, the Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that personal and/or private property damage and/or loss of the Undersigned, Participant and/or third party, electric bicycle damage and/or loss of POWER THE PEDALS LLC, serious and/or severe injury to the Undersigned, Participant and/or third party, and/or death of the Undersigned, Participant, and/or third party are all possible while participating in the Activity. The Undersigned and/or Participant understand(s), acknowledge(s), agree(s), and assume(s) all dangers, risks, and consequences of the Activity, including, but not limited to, those dangers, risks, and

consequences set forth in paragraph 1 above, whether inherent, known, unknown, and/or unanticipated, that may result in property damage, physical injury, and/or death.

3. Release of Liability and Agreement Not to Sue: Fully understanding the foregoing paragraphs, and in exchange for POWER THE PEDALS LLC Agreement to allow the Undersigned and/or Participant to participate in the Activity, THE UNDERSIGNED AND/OR PARTICIPANT HEREBY UNDERSTAND(S), ACKNOWLEDGE(S), AGREE(S), AND COVENANT(S) NOT TO SUE POWER THE PEDALS LLC, its affiliated companies and subsidiaries, including, but not limited to, those that operate POWER THE PEDALS LLC, Activity organizer, Activity promoter, or any respective successors in interest, affiliated organizations and companies, insurance carriers, agents, employees, representatives, assignees, officers, directors, shareholders, owner, owner's spouse, owner's children, owner's heirs, owner's parents, owner's grandchildren, each hereinafter referred to as a "Released Party" for any personal and/or private property damage and/or loss including, but not limited to, electric bicycle damage and/or loss, serious and/or severe injury to Undersigned and/or Participant, including death, which Undersigned and/or Participant may suffer, arising in whole or in part out of the Undersigned and/or Participant participation in the Activity. By signing this Agreement not to sue, the Undersigned and/or Participant release(s) any right to make any claim and/or file any lawsuit against any Released Party and/or Parties. Also, the Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) to hold harmless and release every Released Party and/or Parties from all liability, claims, or causes of action for any direct, indirect, incidental, special, consequential, punitive, and/or exemplary property damage, personal physical injury to the Undersigned and/or Participant and/or third party, loss of income, loss of enjoyment, loss of profits, loss of future earnings, loss of goodwill, loss of use, pain and suffering, emotional distress, and/or any other conceivable and/or intangible loss; and/or death, including but not limited to the death of a third party, arising from the Undersigned and/or Participant participation in the Activity, INCLUDING, BUT NOT LIMITED TO ANY CLAIM AND/OR LAWSUIT BASED ON ALLEGED OR ACTUAL NEGLIGENCE OF ANY RELEASED PARTY AND/OR PARTIES, breach of any contract, and/or express or implied warranty.

4. Agreement to Indemnify: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) to forever INDEMNIFY (REIMBURSE) each Released Party from and against all claims of the Undersigned and/or Participant and/or any third party arising in whole or in part from the Undersigned and/or Participant participation in the Activity. IN OTHER WORDS, IF THE UNDERSIGNED AND/OR PARTICIPANT AND/OR ANY THIRD PARTY, PERSON, OR ENTITY ON BEHALF OF THE UNDERSIGNED AND/OR PARTICIPANT BRINGS ANY CLAIM AND/OR FILES ANY LAWSUIT FOR PROPERTY DAMAGE, PHYSICAL INJURY, AND/OR DEATH AGAINST ANY RELEASED PARTY AND/OR PARTIES, THE UNDERSIGNED AND/OR PARTICIPANT SHALL BE REQUIRED TO REIMBURSE ALL SUCH RELEASED PARTY AND/OR PARTIES ALL SUMS OF MONEY INCURRED BY OR PAID BY OR ON BEHALF OF ANY OF THE RELEASED PARTY AND/OR PARTIES ON ACCOUNT OF FILING SUCH A CLAIM AND/OR LAWSUIT, INCLUDING ALL ATTORNEYS FEES AND COSTS.

5. Medical Insurance Declaration, Authorization, Release, and Indemnification: The Undersigned and/or Participant: 1) understand(s), acknowledge(s), and agree(s), and hereby declare(s) that he, she, and/or they has/have a current health insurance policy; 2) authorize(s) a licensed physician and/or other medical healthcare provider to carry out any emergency medical care for the Undersigned and/or Participant; 3) authorize(s) any Released Party and/or their authorized personnel to call for medical care for the Undersigned and/or Participant or to transport the Undersigned and/or Participant to a medical facility or hospital if, in the opinion of such personnel, medical attention is needed; 4) agree(s) that, following the Undersigned and/or Participant transport to any such medical facility or hospital, the Released Party or Parties shall not have any further responsibility for the Undersigned and/or

Participant; 5) agree(s) to pay all costs associated with the medical care and related transportation provided for the Undersigned and/or Participant; and 6) shall indemnify and hold harmless (as set forth in paragraph 5 above) the Released Party and/or Parties from all liability and/or claims associated with such medical care and/or related transportation.

6. Application of Agreement to Minor Participants: In the case of a minor Participant, the Undersigned parent and/or legal guardian of the minor Participant(s) understand(s), acknowledge(s), and agree(s) that he, she, and/or they is/are not only signing this Agreement on his, her, and/or their behalf, but also that he, she, and/or they is/are also signing on behalf of the minor Participant(s) and that the minor Participant(s) shall be bound by all the terms of this Agreement. Additionally, by signing this Agreement as the parent and/or legal guardian of the minor Participant(s), the parent and/or legal guardian understand(s), acknowledge(s), and agree(s) that he, she, and/or they is/are also waiving certain rights on behalf of the minor Participant(s) that the minor otherwise may have. The Undersigned parent and/or legal guardian understand(s), acknowledge(s), and agree(s) that but for the foregoing, the minor Participant(s) would not be permitted to participate in the Activity, and signs this Agreement out of a desire to allow the minor Participant(s) to thus participate in the Activity.

7. Representation of Capacity and Authority to Contract: If signing this Agreement without a parent and/or legal guardian signature, the Undersigned and/or Participant, under penalty of fraud, represent(s) that he, she, and/or they is/are at least 18 years of age, and that he, she, and/or they understand(s), acknowledge(s), agree(s), and intend(s) to be bound by this Agreement. If signing as the parent and/or guardian of the minor Participant(s), signing adult(s) represent that he, she, and/or they are the legal parent(s) and/or guardian(s) of the minor Participant(s), and agree(s) and represent(s) that he, she, and/or they have the legal right to bind both themselves and the minor Participant(s) to the terms of this Agreement. The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) to indemnify the Released Party and/or Parties for all liability and claims, including attorney fees, arising from any misrepresentations or fraudulent execution of this Agreement.

8. Acknowledgement that Agreement is a Binding Contract: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that this Agreement is a contract and shall be binding to the fullest extent permitted by law. If any part of this Agreement is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. It is the intent of the Undersigned and/or Participant that this Agreement shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Undersigned and/or Participant.

9. Agreement to Application of Idaho Law and Selection of Forum: In consideration for allowing the Undersigned and/or Participant to participate in the Activity, the Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that all claims and/or lawsuits for property damage, physical injury, and/or death arising from the Undersigned and/or Participant participation in the Activity shall be governed by Idaho law, and that the exclusive jurisdiction for any claim and/or lawsuit shall be in the Seventh Judicial District of the State of Idaho for Teton County or the United States District Court for the District of Idaho.

10. Responsibilities and Representations: The Undersigned and/or Participant represent(s) that the Undersigned and/or Participant is physically and mentally capable of participating in the Activity. The Undersigned and/or Participant assume(s) the responsibility of maintaining control of the electric bicycle and operating and/or bicycling safely while engaging in the Activity. The Undersigned and/or Participant is/are responsible for reading, understanding, and complying with all signage, including the instructions on the use and operation of the electric bicycle. The Undersigned and/or Participant understand(s),

acknowledge(s), and agree(s) that he, she, and/or they possess(es) the physical dexterity and knowledge to safely operate and/or ride, load, and/or unload the electric bicycle from any electric bicycle conveyance device, such as a vehicle-mounted bicycle rack. Further, the Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that the minor Participant(s) may use the electric bicycle without an adult present and represent(s) by signing this Agreement that the minor Participant(s) has/have the training, experience, and skills to operate and/or ride, load, and/or unload the electric bicycle(s) from any electric bicycle conveyance device, such as a vehicle-mounted bicycle rack, alone and without help or supervision. The participation of the Undersigned and/or Participant in the Activity is subject to all rules, regulations, and policies that are established from time to time by POWER THE PEDALS LLC.

11. Acknowledgment of Force Majeure: Further, the Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that POWER THE PEDALS LLC does not guarantee access to the Activity, nor does it guarantee that POWER THE PEDALS LLC will remain open, due to conditions, Acts of God (such as poor weather conditions), or for circumstances out of the control of POWER THE PEDALS LLC that make the operations thereof dangerous, inoperable and/or non-functional, such as a pandemic, road closures, inclement weather, equipment failure, or power outages.

12. Acknowledgment of Rental Fees Payment: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) to pay the full-day or multi-day rental fees in addition to a refundable \$25.00 deposit at the time of reservation. The minimum charge is the full-day rental rate including all sales, use, rental, and excise taxes, and/or tax-related surcharges.

13. Acknowledgment of Cancellation Policy: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that the rental fees are fully refundable up to eight (8) days prior to the date and time of the reservation; cancellation between seven (7) days and twenty-four (24) hours prior to the date and time of the reservation may receive a 75% refund and the remaining 25% balance is non-refundable; cancellation within twenty-four (24) hours prior to the date and time of the reservation shall not receive a refund, however, 50% of the rental fee may be applied towards a future rental within one (1) year from the date and time of cancellation; cancellation by POWER THE PEDALS LLC shall trigger a full-refund if the rental cannot be reasonably rescheduled. Trip insurance is strongly encouraged, and no reimbursements of any travel-related expenses shall be issued by POWER THE PEDALS LLC.

14. Acknowledgment of Orientation to and Use of Electric Bicycles: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) to actively watch the electric bicycle orientation video on www.powerthepedals.com labeled "E-Bike Orientation Video" from start to finish and/or actively participate in an in-person on-boarding orientation to the electric bicycle by POWER THE PEDALS LLC at delivery and/or drop-off of the electric bicycle(s), electric bicycle accessory(ies), bicycle helmet(s), bicycle lock(s), vehicle-mounted bicycle rack, and/or other related equipment for the electric bicycle activity. Return-demonstration of the electric bicycle operation and/or electric bicycling skills may be required.

For RadRunner electric bicycles, the combined weight of the Undersigned and/or Participant, passenger, and/or cargo shall not exceed 300 pounds or 136 kilograms. A minor Participant shall be 12 years or older to participate in the Activity. No minor Participant(s) shall be permitted to participate in the Activity with a passenger. The Undersigned and/or Participant shall be 18 years or older to participate in the Activity with a passenger. The Undersigned and/or Participant is/are responsible for passenger safety and securing cargo. Participating in the Activity with a passenger requires significantly more skill and agility than participating in the Activity alone. Anticipate longer stopping distance and wider turning radius.

For RadWagon electric bicycles, the combined weight of the Undersigned and/or Participant, passenger(s), and/or cargo shall not exceed 350 pounds or 159 kilograms. No minor Participant(s) shall be permitted to participate in the Activity with a RadWagon electric bicycle. The Undersigned and/or Participant shall be 18 years or older to participate in the Activity with a RadWagon electric bicycle regardless of whether riding single and/or alone, with a passenger, and/or with cargo. The Undersigned and/or Participant is/are responsible for passenger safety and securing cargo. Participating in the Activity with a passenger(s) requires significantly more skill and agility than participating in the Activity alone. Anticipate longer stopping distance and wider turning radius.

Down-hilling and/or free-riding requires wearing a full-face helmet and other protective equipment such as hand, wrist, forearm, elbow, shoulder, chest, hip, knee, lower leg, and ankle protective armor. "Slides", "wheelies", "stoppies", "endos", "bunnyhops", "fishtails", "jumping", "air", "barspins", "fakies", "flairs", "seat grabs", "tailwhips", and all other bicycling tricks and/or stunts are strictly prohibited and shall not be attempted during the Activity.

The Undersigned, Participant, and/or minor Participant(s) understand(s), acknowledge(s), and agree(s) that he or she has and/or they have been advised to wear an approved bicycling helmet while participating in the Activity.

The Undersigned, Participant, and/or minor Participant understand(s), acknowledge(s), and agree(s) that he or she and/or they shall secure the electric bicycle to an immovable bicycle rack and/or object with a Sold-Secure bicycle lock provided by POWER THE PEDALS LLC when not in constant physical and/or visual attendance to the electric bicycle.

The Undersigned, Participant, and/or minor Participant understand(s), acknowledge(s), and agree(s) that the Activity is subject to all applicable traffic regulations and shall comply with all such applicable traffic regulations.

15. Minor and Major Damage to Electric Bicycles, Flat Tires, Loss, and/or Theft: The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) to immediately pay assessed damage and/or loss fees associated with minor and/or major damages and lost and/or stolen items upon return. The cost of the assessed damage fees can be found herein below. The electric bicycle mechanic labor cost for repairs of minor and/or major damage shall be billed at a rate of \$50.00 per hour and is calculated into the assessed damage fee. Flat tires are the fault of the Undersigned and/or Participant. Every effort shall be reasonably made to assist the Undersigned and/or Participant with a flat tire. NO REFUND SHALL BE ISSUED DUE TO A FLAT TIRE.

MINOR DAMAGE AND/OR LOSS

Cargo Net: \$25.00

Battery Charger: \$50.00

Flat Tire: \$50.00

Seat: \$50.00

E-Bike Wash for Caked-on Mud and Dirt: \$50.00

Helmet: \$50.00

Pedal(s): \$50.00

Light: \$50.00

Seat Post: \$50.00

Analog Controller: \$100.00

Flat Tire Mobile Service: \$100.00

Tire: \$100.00

Chain: \$100.00

Brake Rotor: 100.00

Brake Lever: \$100.00

Basket: \$100.00

Tie-down(s): \$100.00

MAJOR DAMAGE AND/OR LOSS

Cable(s): \$200.00

Disc Brake: \$200.00

Digital Controller: \$200.00

Handlebars: \$200.00

Wheel, Sprocket, or Derailleur: \$250.00

Front Fork: \$250.00

Child Seat: \$400.00

Battery Casing: \$500.00

E-Bike Rack: \$750.00

Evidence of E-Bike Water Immersion: RadRunner \$1,800.00; RadWagon \$2,500.00

Electric Bicycle: RadRunner \$1,800.00; RadWagon \$2,500.00

The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that he or she had and/or they have had sufficient opportunity and time to read this Agreement and bind himself, herself, and/or themselves by its terms. The Undersigned and/or Participant understand(s), acknowledge(s), agree(s), and applies his, her, and/or their electronic signature and certifies that he or she has and/or they have read this Release of Claims and Assumption of Risk Agreement, fully understand(s) its terms, and surrender(s) substantial rights by signing it, and sign(s) intentionally and/or voluntarily without inducement. The Undersigned and/or Participant understand(s), acknowledge(s), agree(s), and consent(s) to the use of his, her, and/or their electronic signature. The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that a paper copy of this Agreement is available upon request for handwritten, witnessed signature(s). The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that an electronic signature is the legally binding equivalent of a handwritten signature and valid as if the Undersigned and/or Participant sign(s) this document himself, herself, and/or themselves in writing. The Undersigned and/or Participant understand(s), acknowledge(s), and agree(s) that he and/or she has and/or they have the right to request a signed and executed paper copy of this Agreement directly from POWER THE PEDALS LLC.

Undersigned 1 PRINTED Name: _____

Undersigned 2 PRINTED Name (if applicable): _____

Minor Participant 1 PRINTED Name (if applicable): _____

Minor Participant 2 PRINTED Name (if applicable): _____

Minor Participant 3 PRINTED Name (if applicable): _____

Minor Participant 4 PRINTED Name (if applicable): _____

Undersigned Signature 1: X _____

Undersigned Signature 2 (if applicable): X _____

Date: _____