

## Waiver of Liability

Waiver of Liability Agreement - ABC Bicycles. This Bicycle Rental Agreement ("Agreement") is made between BR&R Incorporated d/b/a ABC Bicycles ("Bicycle Store") and Bike Renter(s) named above ("Bike Renter(s)"): NOW, THEREFORE, in consideration of the promises and covenants contained herein, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, ABC Bicycles and Bike Renter agree as follows:

1. Bicycle Store hereby rents a ("Bicycle") and ("Equipment") to Bike Renter(s) pursuant to the terms and conditions set forth in this Agreement.
2. Bike Renter(s) shall defend at its expense, pay on behalf of, hold harmless and indemnify Bicycle Store, its employees, servants, representatives, officers and agents (collectively, "Indemnified Parties") from and against any and all claims, demands, liens, liabilities, penalties, fines, fees, judgments, losses and damages, whether or not a lawsuit is filed (collectively, "Claims"), including, but not limited to costs, expenses and attorneys' and experts' fees at trial and on appeal and Claims for damage to property or bodily or personal injuries, including death at any time resulting therefrom, sustained by any persons or entities, which Claims are alleged or claimed to have arisen out of or in connection with, in whole or in part, directly or indirectly: (1) the rental of the Bicycle and Equipment; (2) the failure of Bike Renter(s) to comply and conform with applicable Laws (as defined herein); (3) any negligent act or omission of Bike Renter(s), whether or not such negligence is claimed to be either solely that of Bike Renter(s), or to be in conjunction with the claimed negligence of others, including that of any of the Indemnified Parties; or (4) any reckless or intentional wrongful act or omission of Bike Renter(s). The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement with respect to any claims or liability arising in connection with any event occurring prior to such expiration or termination.
3. Bike Renter(s) acknowledges that it has personally inspected the Bicycle and Equipment as to mechanical condition, tires and operations, and has found the Bicycle and Equipment to be in good condition prior to executing this Agreement.
4. Bike Renter(s) shall not misuse, abuse or damage the Bicycle and Equipment received pursuant to this Agreement. Bike Renter(s) must return the Bicycle and Equipment received pursuant to this Agreement to Bicycle Store located at (3169 4th Street N, St. Petersburg, Florida or 6633 Central Avenue, St, Petersburg, Florida 33710), in the same condition as Bike Renter(s) received the Bicycle and Equipment by the required return time on the last day of the rental period. IF BIKE RENTER(S) FAILS TO RETURN THE BICYCLE AND EQUIPMENT RECEIVED PURSUANT TO THIS AGREEMENT BY THE TIME DEEMED BY THE RENTAL PERIOD on the last day rented, BIKE RENTER(S) SHALL BE CHARGED FOR ONE (1) ADDITIONAL RENTAL DAY AT THE DAILY RENTAL RATE SET FORTH IN THIS AGREEMENT.

5. Bike Renter(s) shall be responsible for the replacement, at full replacement cost, of the Bicycle and Equipment, or any portion thereof, that is damaged while the Bicycle and Equipment is in Bike Renter(s)'s possession. Bike Renter(s) understands that Bicycle Store in its sole and absolute discretion shall be sole judge as to what constitutes damage to the Bicycle and Equipment.

6. Bike Renter(s) shall immediately notify Bicycle Store of any accident involving damage to the Bicycle and Equipment.

7. Bike Renter(s) shall comply at all times with all federal, state, and local statutes, rules, regulations and ordinances (collectively, "Laws"), and shall adhere to customary bicycle safety and operation standards. Bike Renter(s) shall also comply with all bike rental procedures established by Bicycle Store.

8. By executing this Agreement, Bike Renter(s) has acquired no right, title or interest to the Bicycle and Equipment. The Bicycle and Equipment shall at all times be the sole property of Bicycle Store.

9. Bike Renter(s) shall not assign its rights or delegate its duties under this Agreement.

10. Bike Renter(s) shall not sublease or sub contract the Bicycle and Equipment.

11. If Bike Renter(s) breaches this Agreement, Bicycle Store may immediately terminate this Agreement and demand Bike Renter(s) to immediately return the Bicycle and Equipment. In addition, all unpaid rents shall be due and payable. If Bike Renter(s) fails to immediately return the Bicycle and Equipment, Bike Renter(s) shall be responsible for the replacement, at full replacement costs, of the Bicycle and Equipment.

12. Should Bicycle Store have to resort to any legal proceedings or the use of counsel to enforce Bicycle Store's rights under this Agreement, then all legal fees and costs incurred by Bicycle Store shall be the sole responsibility of Bike Renter(s).

13. The laws of the State of Florida shall govern this Agreement.

14. Bike Renter(s) shall pay Bicycle Store (XXXX) for rental of the Bicycle and Equipment deemed by this agreement. A credit card pre-authorization in the minimum amount of two hundred dollars (\$200.00) is required for each hybrid rental. A pre-authorization of four hundred dollars (\$400.00) is required for each road bicycle rental. A pre-authorization of one thousand dollars (\$1500.00) is required for each premium road and/or each electric bicycle rental. Bike Renter(s)'s driver's license number and major credit card information (including expiration date and CV number) are located at the top of this agreement. Bike Renter(s) represents that the above information is true and accurate and consents to Bicycle Store using the above information in its computer system.

15. Bike Renter(s) does hereby release, remise, satisfy, quit claim and forever discharge the Indemnified Parties from any and all actions, claims and demands that Bike Renter(s) ever had, now has or may have or that any person claiming through the Bike Renter(s) ever had, now has or may have against the Indemnified Parties as a result of or arising out of or in connection with this Agreement.

16. In the event that Bike Renter(s) owes Bicycle Store any rental fees, losses or repair fees, Bicycle Store shall have the right to process the pre-authorization described above and charge Bike Renter(s)'s credit card on file for any and all rental fees, losses and repair fees in excess of the two hundred dollar pre-authorization amount