

## RELEASE OF LIABILITY AND ASSUMPTION OF RISK

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING.

NAME OF PARTICIPANT: \_\_\_\_\_

DATE: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

ADDRESS: (STREET, CITY, STATE, ZIP CODE)

The individual named above (referred to as "I" or "me") being above age eighteen (18), or the parent or legal guardian of the above-named person who is under age eighteen (18), desires to participate in the WeBikeNJ Ebike Rentals and Tours (the "**Activity**") provided by/sponsored by **EZ QUALIFIED LLC**, a New Jersey Corporation (the "**Company**") at 36 Arlene Dr. West Long Branch, NJ 07764 (the "**Premises**"). In consideration of [being permitted by the Company to enter the Premises] and participate in the Activity/the intangible value that I will gain by participating in the Activity and in recognition of the Company's reliance hereon, I agree to all the terms and conditions set forth in this agreement (this "**Release**").

1. **ACKNOWLEDGEMENT OF RISK:** I acknowledge, agree, and represent that the electronic bike rental, lesson, and/or tour, and related activities ("**Activities**") bear certain known risks and unanticipated risks which could result in serious injury, death, illness or disease, physical or mental damage to myself, my property, or other third parties or their property, or the property of Company.

I further acknowledge that I have been advised to wear an approved helmet while cycling, as well as a full-face helmet. **Helmets are required by law for Participants under the age of 18.** I am aware that cycling is subject to all applicable municipal and provincial highway traffic regulations. I am familiar with the proper use of the equipment, including all quick-release mechanisms, brakes, and gear shifters. I am aware that there are technicians available to answer any questions that I may have as to the proper use of the equipment.

I further acknowledge that I understand the nature of cycling and related Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activities.

**NOTWITHSTANDING THESE RISKS, I ACKNOWLEDGE THAT I AM VOLUNTARILY PARTICIPATING IN THE ACTIVITY WITH KNOWLEDGE OF THE DANGERS INVOLVED. I HEREBY AGREE TO ACCEPT AND ASSUME ALL RISKS OF INJURY, ILLNESS, TEMPORARY OR PERMANENT DISABILITY, DEATH, PROPERTY DAMAGE, AND/OR FINANCIAL LOSS ARISING THEREFROM, WHETHER CAUSED BY THE ORDINARY NEGLIGENCE OF THE COMPANY OR OTHERWISE.**

2. **ACCEPTANCE OF RISK AND RESPONSIBILITY:** I fully understand that (a) cycling and electric bicycle riding, and related Activities involve risks and dangers of damage to personal property and serious bodily injury, including, but not limited to, permanent disability, paralysis, and death to myself and to other third parties; (b) these risks and dangers may be caused by my

own actions or inactions, the actions or inactions of others participating in the Activities, the condition in which the Activities take place, or the negligence of the "Releasees" named below; (c) there may be other risks and social and economic losses either known or unknown to me or not readily foreseeable at this time; and I agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness or disease, or damage to myself, my property, that of the minor named above, arising from my participation in the Activities.

3. **RELEASE, DISCHARGE AND INDEMNIFICATION:** I hereby release, discharge, and covenant to accept and assume all responsibility and risk for injury, death, illness, damage to myself and/or my property to other third parties and their property arising from my participation in the Activities. I further hereby expressly waive and release any and all claims now known or hereafter known against the Company and its officers, directors, manager(s), employees, agents, affiliates, shareholders/members, successors, and assigns (collectively, "**Releasees**") on account of personal or psychological injury, illness, pain, suffering, temporary or permanent disability, death, property damage, or financial loss arising out of or attributable to my being on the Premises or participating in the Activity, whether arising out of the ordinary negligence of the Company or any Releasees or otherwise. I further covenant not to make or bring any such claim against the Company or any other Releasee and forever release and discharge the Company and all other Releasees from liability under such claims.

I shall defend, indemnify, and hold harmless the Company and all other Releasees against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind, including attorneys' fees, fees, the costs of enforcing any right to indemnification under this Release, and the cost of pursuing any insurance providers, incurred by/awarded against the Company, or any other Releasees in a final non-appealable judgment, arising out of or resulting from any claim of a third party related to my participating in the Activity, including any claim related to my own negligence or the ordinary negligence of the Company.

4. **MEDICAL TREATMENT:** I hereby consent to receive medical treatment deemed necessary if I am injured or require medical attention during my participation in the Activity. I understand and agree that I am solely responsible for all costs related to such medical treatment and any related medical transportation and/or evacuation. I hereby release, forever discharge, and hold harmless the Company from any claim based on such treatment or other medical services.

5. **DISPUTE RESOLUTION/VENUE:** This Release constitutes the sole and entire agreement of the Company and me with respect to the subject matter contained herein and supersedes all prior and contemporaneous understandings, agreements, representations, and warranties, both written and oral, with respect to such subject matter. If any term or provision of this Release is invalid, illegal, or unenforceable in any jurisdiction, such invalidity, illegality, or unenforceability shall not affect any other term or provision of this Release or invalidate or render unenforceable such term or provision in any other jurisdiction. This Release is binding on and shall inure to the benefit of the Company and me and our respective successors and assigns. All matters arising out of or relating to this Release shall be governed by and construed in accordance with the internal laws of the State of New Jersey including its statute of limitations without giving effect to any choice or conflict of law provision or rule (whether of the State of New Jersey or any other jurisdiction). Any claim or cause of action arising under this Release may be brought only in the federal and state courts located in Mercer County, State of New Jersey and I hereby consent to the exclusive jurisdiction of such courts and the waiver of trial by jury.

**BY SIGNING, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD ALL OF THE TERMS OF THIS RELEASE AND THAT I AM VOLUNTARILY GIVING UP SUBSTANTIAL LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE THE COMPANY.**

Signed:

\_\_\_\_\_

Printed Name:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

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

[I am the parent or legal guardian of the minor named above. I have the legal right to consent and, by signing below, I hereby consent and agree to the terms and conditions of this Release of Liability.

Signed:

\_\_\_\_\_

Printed Name of Parent or Legal Guardian:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_\_\_\_]

[Witnessed:

\_\_\_\_\_

Printed Name of Witness:

\_\_\_\_\_

Address:

\_\_\_\_\_

\_\_\_\_\_

Date: \_\_

