

RELEASE, WAIVER OF LIABILITY, COVENANT NOT TO SUE
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT

PLEASE READ THIS DOCUMENT COMPLETELY BEFORE COMPLETING AND SIGNING AS THIS DOCUMENT AFFECTS IMPORTANT LEGAL RIGHTS. ITS EFFECT IS TO RELEASE TAPASTRIES, LLC ,DBA E-GO DEPOT (“E-GO DEPOT”) AND OTHERS FROM ANY LIABILITY RESULTING FROM YOUR PARTICIPATING IN THE ACTIVITIES DESCRIBED BELOW, AND TO WAIVE ALL CLAIMS FOR DAMAGES OR LOSSES AGAINST E-GO DEPOT AND OTHERS WHICH MAY ARISE FROM SUCH ACTIVITIES EVEN IF THEY RESULT FROM E-GO DEPOT’S NEGLIGENCE.

IN CONSIDERATION of being permitted to rent or purchase electric bicycles, boards, scooters, helmets and locks (“Equipment”) from E-GO Depot I, for myself, my estate, personal representatives, heirs, and next of kin acknowledge, agree, and represent that that:

As the authorized renter or a purchaser, I understand that E-GO DEPOT makes no representations as to the condition of the Equipment, nor does E-GO DEPOT qualify as a merchant of the Equipment, and the Equipment is made available as an accommodation, and not a service, to E-GO DEPOT clients and friends.

E-GO DEPOT does not require me to participate in any activities with the Equipment, but I want to do so despite the possible dangers and risks and despite this Release. Despite advances in safety technology and all of the industry-standard safety precautions in use today, operating electric bicycles, boards and scooters, especially on public roads and areas, carries an inherent risk of property damage, personal injury, and even death. Observance of, and strict adherence to, safety requirements, instructions, rules and precautions can reduce but not eliminate these risks. I acknowledge that I am participating at my own risk and that OPERATING THE EQUIPMENT IS AN INHERENTLY DANGEROUS ENDEAVOR THAT CAN RESULT IN SERIOUS INJURY, DISABILITY, AND DEATH. E-GO DEPOT MAKES NO WARRANTY TO ME AS TO THE SAFETY OF ITS EQUIPMENT OR MY SAFETY AS A USER THEREOF EVEN IF ALL REQUIRED SAFETY PRECAUTIONS ARE IMPLEMENTED. THE PROPER USE AND AVOIDANCE OF AREAS OF RISK IS MY SOLE RESPONSIBILITY. SLS DISCLAIMS ANY AND ALL EXPRESS OR IMPLIED WARRANTIES OF SAFETY OR FITNESS FOR A PARTICULAR PURPOSE THAT MAY ARISE FROM MY RENTING AND OPERATION OF THE EQUIPMENT. BY RENTING THE EQUIPMENT I EXPRESSLY ACKNOWLEDGE THE RISKS INHERENT IN THIS ACTIVITY. Notwithstanding, I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS AND DANGERS associated with renting or operating the Equipment.

Operating the Equipment can trigger health-related effects such as elevated heart and respiratory rates, elevated blood pressure, overheating/heat stroke, dehydration, over-exertion, exhaustion, and other health related issues and can trigger new, or otherwise aggravate or complicate, existing, unknown, or underlying medical conditions. IF YOU KNOW YOU HAVE OR HAVE ANY REASON TO SUSPECT THAT YOU HAVE ANY HEALTH-RELATED ISSUES OR CONCERNS THAT COULD BE TRIGGERED BY OR AGGRAVATED BY OPERATING THE EQUIPMENT IN ANY MANNER, SEE YOUR PHYSICIAN BEFORE PARTICIPATING.

I also expressly acknowledge that INJURIES I MAY RECEIVE OPERATING THE EQUIPMENT MAY BE COMPOUNDED OR INCREASED BY NEGLIGENT RESCUE OPERATIONS OR PROCEDURES OF THIRD PARTIES over which E-GO Depot has no control. Notwithstanding that, I hereby assume FULL RESPONSIBILITY FOR ANY AND ALL RISK OF BODILY INJURY, DEATH, OR PROPERTY DAMAGE to me, my estate, personal representatives, assigns, heirs, spouse, and next of kin arising out of or related my operation or purchase of the Equipment regardless of its cause even if due

to the negligence of E-GO Depot.

I hereby release, indemnify, waive, discharge, save and hold harmless, E-Go Depot and its members, managers, shareholders, owners, employees, principals, agents, employees, and affiliates, (“Released Parties”) from all liability to me, my estate, personal representatives, assigns, heirs, spouse, and next of kin, for any and all claims, demands, losses, damages liability, or costs, on account of any injury to my person or property that I incur due, in any manner or degree, to my operation of Equipment rented or purchased from E-Go Depot, or related in any way to my participation in any activities whether caused by negligence or fault of the Released Parties or otherwise, including, but not limited to my death. I Hereby agree that this Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (“Agreement”) EXTENDS TO ALL ACTS OF NEGLIGENCE BY E-GO DEPOT and is intended to be as broad and inclusive as is permitted by the laws of the State of Florida and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

By signing I agree I will not initiate or maintain litigation of any kind against E-Go Depot, its members, managers, employees, principals, agents, employees, and affiliates, and I agree if I do initiate or maintain any litigation in violation of this provision, I will reimburse the other parties for all of their costs incurred in defense of the litigation including but not limited to attorney’s fees.

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, “Release”), made to E-GO Depot by me voluntarily by me, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns which terms shall also include my parents or guardian, if I am under 18 years of age). As the undersigned, I fully recognize that there are dangers and risks to which I may be exposed by participating in E-GO Depot Sales and/or Rental Program (“Activity”). With informed consent, and for valuable consideration received, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release E-GO Depot and all of its affiliates and partners, and their respective governing boards, officers, directors, legal representatives, members, employees, administrators, assigns, and contractors (collectively “Releasees”), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (“Liabilities”), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

_____ I have or will, before operating the Equipment rented to me by E-Go Depot, closely inspect the Equipment. I represent and warrant that my decision to operate the Equipment in any manner is my acknowledgement that I have inspected the Equipment, that the Equipment is safe to operate and reasonably suited for the purpose of its intended use, and that the Equipment meets my standards and approval for use. I also agree that I will continue to inspect the Equipment from time to time and I further warrant that if at any time I believe anything about the Equipment is unsafe, I will immediately bring that fact to E-Go Depot’s attention, advise E-Go Depot of the unsafe condition, and I will no longer operate the Equipment in any manner. I hereby acknowledge I may not have the opportunity to inspect the vehicle at all times during the rental period.

_____ I agree to properly use and care for all purchased, rented and borrowed Equipment while it is in my possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or injury.

_____ I agree to properly secure/lock all borrowed Equipment in legal locations when not in my possession. The safety of accompanying passengers in any attached Equipment (not limited to, but

including any child-related equipment) is my responsibility and I agree to monitor the condition of the Equipment and its passengers at all times.

_____ I agree to wear an approved safety helmet and to ensure that all passengers and those for whom I am responsible wear appropriately-sized approved safety helmets.

_____ I agree not to use the Equipment in conditions of reduced visibility (including, but not limited to, darkness). I agree not to lend any bike to others while in my possession, and that if I were to do so, and that if they were to suffer a loss as a consequence, that that is my responsibility alone.

_____ I understand and agree that should the Equipment be lost or stolen while it is in my possession, E-GO DEPOT will automatically charge my debit/credit card used at the point of sale for the FULL LISTED PURCHASE PRICE of the new Electric Bike, Board or Scooter. I understand and agree that E-GO DEPOT will not notify me prior to this transaction. The transaction will take place no sooner than 24 hours after the Equipment is reported missing.

_____ I understand and agree that should my rented helmet be lost or stolen while it is in my possession, E-GO DEPOT will automatically charge my debit/credit card used at the point of sale for an amount of \$100.00.

_____ I understand and agree that should the lock be lost or stolen while it is in my possession, E-GO DEPOT will automatically charge my debit/credit card used at the point of sale for an amount of \$60.00

_____ I understand and agree that should I not return the Equipment on the day I rented it and return it the following day, E-GO DEPOT will automatically charge my debit/credit card used at the point of sale for an amount of the Equipment not returned.

_____ As the undersigned Purchaser and/or Renter, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I or any passengers or persons for whom I am responsible may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as me. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require, and that any passengers or persons for whom I am responsible also have adequate medical or health insurance to cover any medical assistance they may require.

_____ I agree that this Release shall be governed for all purposes by Florida law, without regard to such law on choice of law. I have read this entire Release. I fully understand the entire Release and acknowledge that.

I HAVE READ THIS RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK AND INDEMNITY AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT, ASSURANCE, OR GUARANTEE BEING MADE TO ME. I HAVE HAD THE OPPORTUNITY TO REVIEW THIS RELEASE WITH AN ATTORNEY OF MY CHOOSING IS I SO DESIRE AND I AGREE TO BE LEGALLY BOUND BY THE RELEASE AND I INTEND THAT MY SIGNATURE BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW. I FURTHER ACKNOWLEDGE THAT THE FAILURE TO HAVE THIS AGREEMENT WITNESSED OR NOTARIZED WILL NOT AFFECT ITS VALIDITY.

Sign Name: _____
Name Date
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