

#### E-bike waiver

Its effect is to release Opu Board Rentals LLC, DBA Sarasota eFoil and all associated employees from any liability resulting from your participation in the activities described below, and to waive all claims for damages or losses against Opu Board Rentals LLC, DBA Sarasota eFoil which may arise from such activities even if they result from such negligence.

IN CONSIDERATION of the risk of injury that exists while participating in BIKE RENTALS(hereinafter the 'Activity'); and

IN CONSIDERATION OF my desire to participate in said activity and being given the right to participate in same;  
I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, 'RELEASOR,' I OR ME, which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and

I HEREBY release and forever discharge Opu Board Rentals LLC, DBA Sarasota eFoil their affiliates, managers, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively 'Releases'), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned activity.

I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I'M PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISK ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHER'S NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THE ACTIVITY.

#### ELECTRIC BIKE/SCOOTER

All terms outlined in this Agreement are also agreed upon in the rental of electric bicycle/scooter rentals.

No individual under the age of 16 may operate or ride upon any electric bicycle/scooter in accordance with Florida State law.

In the case of children, between the ages of 16 and 18, the parent or guardian must approve their participation, accepting full responsibility on their behalf, in accordance with the regulations stated in this agreement.

Helmets are provided on request and any injuries resulting from a rider not wearing a helmet are the responsibility of the rider and are in no way the responsibility of Opu Board Rentals LLC, DBA Sarasota eFoil.

No individual shall drive the electric bicycle/scooter other than by human power upon a bicycle path, sidewalk, or sidewalk area except upon a permanent or duly authorized temporary driveway. A violation of this section is a noncriminal traffic infraction, punishable as a moving violation as provided in the Florida state law, and Renter will indemnify and hold harmless Coastal wheels Bike Rentals from any consequential fines or punishment.

Individuals who do not return any electric bicycle/scooter charging devices at the end of the rental term will be charged the fair market value to replace the non-returned charging device.

Individuals who have returned a damaged bike will be charged fair market value of replacing any items affiliated with bicycle/scooter.

All electric bicycles/scooters should be kept indoors or under a covered area when not in use and kept locked with the provided lock when not in use.

Prohibit riding on beach. Damages to rental due to riding on the beach will result in repair costs.

CANCELLATION AND REFUND POLICY Customers are entitled to cancel and reschedule their bike rentals up to 4 hours before bikes are picked up or delivered. However if bikes are delivered and there is no cancellation before operation closing hours, customers are not entitled for a full refund. One third of the rental rate will be refunded to the customer after operation closes and if the bikes were not used. Additionally if bikes are delivered and has been used by the customer no refund will be applied.Â

I FURTHER AGREE to indemnify, defend and hold harmless the releases against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fee and any related costs.

I FURTHER ACKNOWLEDGE that Releases are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releases. In the event that I should require medical care or treatment, Authorize Opua Board Rentals LLC DBA Sarasota eFoil to provide all emergency medical transport and sharing of medical information with medical personnel. I further agree to assume all costs involved and agree to be financially responsible for any cost incurred as a result of such treatment. I am aware and understand that i should carry my own health insurance.

I FURTHER ACKNOWLEDGE that this activity may involve a test of a person's physical and mental limits and may carry with it the potential for death, serious injury, and property loss. I agree not to participate in the Activity unless I am medically able and properly trained, and I agree to abide by the decision of the Opua Board Rentals LLC, DBA Sarasota eFoil official or agent, regarding my approval to participate in the Activity.

I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Opua Board Rentals LLC, DBA Sarasota eFoil AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Opua Board Rentals LLC, DBA Sarasota eFoil FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit release for ordinary negligence, this release is also for such negligence on the part of Opua Board Rentals LLC, DBA Sarasota eFoil , its agents, and employees.

I agree that this Release shall be governed for all purposes by law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements. In the event that any damage to equipment or facilities occurs as a result of me or my family's or my agent's willful actions, neglect or recklessness, I acknowledge and agree to be held liable for any and all cost associated with any such actions of neglect or recklessness.

THIS WAIVER AND RELEASE OF LIABILITY SHALL REMAIN IN EFFECT FOR THE DURATION OF MY PARTICIPATION IN THE ACTIVITY, DURING THIS INITIAL AND ALL SUBSEQUENT EVENTS OF PARTICIPATION.

THIS AGREEMENT was entered into at arm's-length, without duress or coercion, and isto be interpreted as an agreement between two parties of equal strength. Both Participant, and Opua Board Rentals LLC , DBA Sarasota eFoil agree that this

agreement to alter or explain the terms of this agreement, but that it will be interpreted based on the language in accordance with the purposes for which it is entered into. In the event that any provision contained within this Release of Liability shall be deemed to be severable or invalid, or if any term, condition, phrase or portion of this agreement shall be determined to be unlawful or otherwise unenforceable, the remainder of this agreement shall remain in full force and effect. If a court should find that any provision of this agreement to be invalid or unenforceable, but that by limiting said provision it would become valid and enforceable, then said provision shall be deemed to be written, construed and enforce as limited.

I, THE UNDERSIGNED PARTICIPANT, AFFIRM THAT I AM OF THE AGE OF 18 YEARS OR OLDER, AND THAT I AM FREELY SIGNING THIS AGREEMENT. I CERTIFY THAT I HAVE READ THIS AGREEMENT, THAT I FULLY UNDERSTAND ITS CONTENT AND THAT THIS RELEASE CANNOT BE MODIFIED ORALLY. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AND THAT I AM SIGNING IT OF MY OWN FREE WILL. As a parent or guardian, I understand that HELMETS ARE REQUIRED BY THE STATE OF FLORIDA FOR ANYONE 16 YEAR OF AGE AND UNDER and I agree to abide by this law. I verify that I am the parent or guardian of the minor, and I have authority to enter into this agreement on behalf of the participant and I agree to be bound by the terms and condition of this release.

PRINT: X \_\_\_\_\_

SIGN: X \_\_\_\_\_

DOB: X \_\_\_\_\_ DATE: X \_\_\_\_\_

GARDIAN: X \_\_\_\_\_