

Seattle Electric Bike (SEB) Accident Waiver, Release of Liability, Assignment of Claims and Acknowledgment of Responsibility for Test Ride Participants

My signature below indicates that I, _____ (print):

Acknowledge and agree that it is my responsibility to provide myself with and to wear an ANSI approved and properly fitted protective head gear when participating on an SEB test ride; and that I understand Washington State Law as it pertains to bicycle helmets.

Have shown proof of my age with a photo identification; I have supplied SEB with a copy of my photo identification and a signed copy of this release form; I consent to the collection, retention, use and disclosure of my personal information below for identification and security purposes; I understand this information will not be used or shared with others for marketing purposes without my consent.

Am at least 18 years of age; I understand that if I am 16 years of age or under it is unlawful for me to ride an electric bike in Washington State and unlawful for me to misrepresent my age.

Understand the rules of the road and the law as it pertains to bicycles; I have read and understand the excerpts from the RCW provided by SEB that pertain to electric-assist bicycles.

Certify that the SEB representative has adequately explained to me, and I understand: the hazards, increased power and speed, and other operational details of the electric bike, including operation of the control console, gear shifting, and the braking mechanism; I will not make any adjustments to the bike during the test ride beyond the console settings and gear shifting about which the SEB representative has instructed me.

Certify that I am physically fit with no known physical or mental impairment and have prepared for participation on a test ride; I am not under the influence of any narcotic, alcohol or other drug that may impair my understanding or judgment and that I will not at any time during the test ride operate the electric bike under the influence of any narcotic, alcohol or drug.

Consent to receive medical treatment, which may be deemed advisable in the unlikely event of injury, accident and or illnesses during the test ride; I agree to pay for any and all costs related to medical response, treatment and transport on my behalf.

In addition, I fully understand and acknowledge that:

(a) Risks and dangers exist in my use of any and all bicycle equipment, including SEB bicycles and my participation on a test ride; risks and dangers may arise from foreseeable or unforeseeable causes; risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, and vehicular traffic;

(b) My participation in such activities and/or uses of such equipment can be a test of a

person's physical and mental limits, and may result in, but is not limited to, bodily injury, disease, strains, fractures, partial or total paralysis, heat stroke or other heat related injuries, heart attack, mental duress, cuts, bruises, abrasions, other injuries that could cause serious disability and death;

(c) These risks and dangers may be caused by the negligence of officers, directors, employees, agents, and service providers of SEB and/or the negligence of others, accidents, breaches of contract, uncontrollable forces of nature or other causes;

(d) By my participation on an SEB test ride and/or use of SEB equipment, I hereby assume all risks and dangers and all responsibility for any loss and/or damages, whether caused in whole or in part by the negligence or other conduct of officers, directors, employees, agents, or service providers to SEB, or by any other entity;

(e) I am not covered by any SEB or other warranty or policy of insurance;

(g) I am participating on a test ride at my own risk, freely and voluntarily without any inducement or duress.

I, on behalf of myself, my personal and/or business representatives, next of kin and my heirs, assigns, and executors, hereby voluntarily agree to release, waive, discharge, hold harmless, defend and indemnify SEB and officers, directors, employees, agents, and service providers of SEB from any and all claims, actions, or losses for bodily or mental injury, property damage, wrongful death or injury, loss of services, loss of income, or otherwise which may arise out of my use of SEB products or other equipment in connection with my participation on a test ride.

I hereby certify that I have read both pages of this Waiver, Release and Assignment of Claims in its entirety, and I fully understand it and agree to its contents. This agreement is an entire agreement and I acknowledge and agree that no verbal or other written communication to me by SEB shall bind SEB.

Where a portion of this agreement is barred by statute or by operation of law, the remainder of the agreement shall be of full force and effect.

Dated this _____ day of _____, _____.

Signature _____

Street _____

City _____ State _____ Zip _____

Email address _____

(optional to receive notices about SEB specials, product updates, or events)