Test Ride/Drive Participant Waiver and Release Form

In consideration of test riding an e-bike, converted e-bike; test driving or being a passenger in an electric or hybrid or converted electric vehicle; I acknowledge and agree as follows:

- 1. I fully understand and acknowledge that:
 - a. Risks and dangers exist in my use of any and all bicycles or other vehicles, and my participation in the test ride/drive program.
 - b. My participation in such activities and/or uses of such equipment 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 danger may be caused by the negligence of officers, directors, employees, agents, and service providers of Renew or others, accidents, breaches of contract, uncontrollable forces of nature or other causes. These risks and dangers may arise from foreseeable or unforeseeable causes.
 - d. By my participation in the test ride/drive program and/or use of vehicles provided at the EV Expo, 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 Renew, or by any other entity.
 - e. I understand that electric bicycles, tricycles and other vehicles contain components which may not have been tested (e.g. wheels, seats, etc.) by Renew;
 - f. I understand Renew and any Exhibitors at the EV Expo shall not be responsible for any injury that I may suffer, regardless of fault, as a result of my riding or using the products available at the EV Expo.
 - g. I understand that I may not be covered by any warranty or policy of insurance provided by Renew or Exhibitors at the EV Expo for any injury I may suffer as a result of my riding or using the products available at the EV Expo.
 - h. I understand that I am participating in the test ride program at my own risk, freely and voluntarily without any inducement or duress.
- 2. 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 Renew 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 from or relate to my use of products or other equipment in connection with my participation in the EV Expo test ride/drive program.
- 3. I further acknowledge and agree that it is my responsibility to request (or provide) and wear ANSI approved and properly fitted protective head gear when participating in the test ride program, and that Renew are not responsible for my failure to comply with this requirement.
- 4. I consent to the collection, retention, use and disclosure of my personal information below for identification purposes, security purposes, and marketing purposes by Renew.
- 5. This agreement is the entire agreement and I acknowledge and agree that no verbal or other written communication to me by the Renew shall be binding on Renew.
- 6. 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.
- 7. I further understand that if I break it, I buy it. I assume any and all financial responsibility for the safe and immediate return of all property belonging to Renew or other Exhibitors at the EV Expo, on demand, in the same condition as it was at the onset of my test ride. Nothing, including, but not limited to: theft, breakdown, loss, physical ailment, accident, or Act of God shall alleviate my responsibility for the return of or immediate reimbursement of the full retail value of said property.