

RYDVOLT

Operated by J&R Trailer Sales and Rentals, LLC

E-Bike & Electric Scooter Rental Agreement

Assumption of Risk • Release of Liability • Indemnification Agreement

IMPORTANT — THIS AGREEMENT AFFECTS YOUR LEGAL RIGHTS. READ IT CAREFULLY BEFORE SIGNING.

This Rental Agreement, Assumption of Risk, Release of Liability and Indemnification Agreement ("Agreement") is entered into between **J&R Trailer Sales and Rentals, LLC, d/b/a Rydvolt** ("Rydvolt," "Company," "we," or "us") and the undersigned renter ("Renter," "Rider," or "I"). By signing or electronically accepting this Agreement, I acknowledge that I have read, understand and voluntarily agree to its terms.

1. RENTAL EQUIPMENT

Rydvolt rents electric bicycles, electric scooters, helmets, locks, chargers and related accessories ("Equipment"). I accept the Equipment in its present condition and agree to inspect it before use. I will not operate Equipment that appears damaged, unsafe or malfunctioning and will immediately notify Rydvolt of any problem.

2. MINIMUM AGE & RIDER ELIGIBILITY

Renter must be at least 18 years old.

I represent and agree that I am at least 18 years old; am legally permitted to operate the Equipment; possess the physical ability, coordination and judgment necessary to operate it safely; will not operate it while impaired; will comply with applicable laws, ordinances, park regulations and trail rules; and will not permit another person to operate the Equipment unless separately authorized by Rydvolt and subject to any required agreement or waiver.

3. HELMETS

Rydvolt strongly recommends wearing a properly fitted helmet at all times. If Rydvolt provides a helmet, I am responsible for properly fitting and wearing it. I understand that helmets reduce certain risks but cannot prevent all injuries or death. If I choose not to wear a helmet where helmet use is not legally required, I voluntarily assume the additional risks associated with that decision.

4. ASSUMPTION OF RISK

I UNDERSTAND THAT RIDING, HANDLING, TRANSPORTING AND OPERATING AN ELECTRIC BICYCLE OR ELECTRIC SCOOTER INVOLVES RISKS THAT CAN RESULT IN SERIOUS BODILY INJURY, PERMANENT DISABILITY, PROPERTY DAMAGE OR DEATH.

Risks include falling or losing control; collisions; potholes, cracks, curbs and uneven pavement; gravel, crushed limestone, loose stone, dirt, grass, mud, sand and other unpaved surfaces; railroad crossings; wet or slippery surfaces; hills and grades; debris; weather; darkness; rider error; actions or negligence of others; tire, wheel, brake, steering, folding-mechanism, battery, motor, controller or electrical malfunction; sudden loss of power; equipment failure; and risks that may presently be unknown or unforeseeable.

I KNOWINGLY AND VOLUNTARILY ASSUME ALL RISKS ASSOCIATED WITH MY POSSESSION, TRANSPORTATION AND USE OF THE EQUIPMENT, INCLUDING THE RISK OF SERIOUS INJURY, PERMANENT DISABILITY AND DEATH.

5. RELEASE AND WAIVER OF LIABILITY

TO THE FULLEST EXTENT PERMITTED BY OHIO LAW, I RELEASE, WAIVE AND DISCHARGE J&R TRAILER SALES AND RENTALS, LLC, D/B/A RYDVOLT, AND ITS MEMBERS, MANAGERS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES ("RELEASED PARTIES") FROM CLAIMS ARISING OUT OF OR RELATED TO MY RENTAL, POSSESSION, TRANSPORTATION OR USE OF THE EQUIPMENT, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF A RELEASED PARTY.

This release includes, to the fullest extent permitted by law, claims involving bodily injury, death, property damage, economic loss and other damages arising from the risks associated with the rental and use of the Equipment. **I UNDERSTAND THAT BY SIGNING THIS AGREEMENT I AM GIVING UP SUBSTANTIAL LEGAL RIGHTS.** Nothing in this Agreement is intended to release liability that cannot lawfully be released under Ohio law.

6. INDEMNIFICATION

To the fullest extent permitted by law, I agree to indemnify and hold the Released Parties harmless from claims, liabilities, damages, losses, costs and reasonable attorney fees arising from my possession or operation of the Equipment; my negligent, reckless or wrongful conduct; my violation of this Agreement; my violation of applicable laws or regulations; or bodily injury or property damage I cause to another person.

7. RIDER RESPONSIBILITIES & PROHIBITED USE

I am responsible for determining whether a particular road, sidewalk, bicycle path, trail, park or other location legally permits operation of the Equipment. I will obey posted signs, speed restrictions and applicable laws. Unless expressly authorized by Rydvolt, I will not race; perform jumps, tricks or stunts; intentionally ride through deep water or mud; use Equipment on terrain beyond its intended capabilities; tow another person or vehicle; carry a passenger unless specifically permitted; modify Equipment; disable safety equipment; remove or disable tracking; allow an unauthorized rider; or use Equipment unlawfully.

8. SPEED & SAFE OPERATION

I agree to operate the Equipment at a reasonable and prudent speed appropriate for traffic, trail, weather and surface conditions. Where applicable, I will comply with Ohio's maximum speed requirements for low-speed micromobility devices and any lower limits established by local authorities, parks, trails or property owners.

9. PRE-RIDE INSPECTION

Before every ride, I agree to reasonably inspect tires and wheels, brakes, steering and handlebars, throttle and/or pedal-assist operation, folding and locking mechanisms, battery condition and obvious physical damage. **IF I BELIEVE THE EQUIPMENT MAY BE UNSAFE, I WILL NOT RIDE IT.** I will contact Rydvolt for instructions or replacement Equipment.

10. SELF-SERVICE RENTALS

I understand that Rydvolt may provide Equipment through an unattended locker, cabinet or other self-service rental system. Receiving an access code or obtaining Equipment from a self-service location does not constitute a representation that I am capable of safely operating the Equipment. I remain responsible for inspecting it and determining my ability to operate it safely.

11. DAMAGE TO EQUIPMENT

I am financially responsible for loss of or damage to the Equipment occurring during my rental period beyond ordinary wear and tear to the extent permitted by law. This may include reasonable replacement parts, repair labor, missing accessories, damaged helmets, chargers or locks, and reasonable replacement value when Equipment is lost, stolen or damaged beyond economical repair.

12. THEFT, LOSS & FAILURE TO RETURN

I am responsible for maintaining reasonable possession and security of the Equipment during my rental period and will use supplied locks and security devices as instructed. I will immediately notify Rydvolt if Equipment is lost or stolen, cooperate with reasonable recovery efforts, and make a police report when reasonably requested. Failure to return Equipment may result in additional rental charges and lawful recovery efforts.

13. SECURITY DEPOSIT / PAYMENT AUTHORIZATION

Rydvolt may require a **security deposit or payment-card authorization of up to \$1,000 per rental unit**. The security authorization does not limit my financial responsibility for amounts I legally owe under this Agreement. I authorize Rydvolt to charge my payment method for authorized rental charges and amounts for loss or damage for which I am legally responsible, subject to applicable law and the payment terms disclosed during checkout.

14. GPS & LOCATION TRACKING

I understand that Rydvolt Equipment may contain GPS, cellular, Bluetooth or other location-tracking technology for theft prevention, Equipment recovery, fleet management, locating overdue Equipment and protecting Rydvolt property. By renting the Equipment, I consent to such tracking during the rental period to the extent permitted by law. I will not remove, disable, damage, shield or tamper with any tracking device.

15. TRANSPORTATION

If I transport the Equipment in a car, truck, SUV, trailer or other vehicle, I am responsible for safely loading, securing, transporting and unloading it. I understand that electric bicycles and scooters may be heavy and awkward to lift, and I voluntarily assume the risks associated with lifting, loading, unloading and transporting the Equipment.

16. ACCIDENTS

If involved in an accident involving injury, property damage or another person, I agree to stop operating the Equipment; seek emergency assistance when appropriate; notify law enforcement when required; obtain available names, contact and insurance information; and notify Rydvolt as soon as reasonably possible. I will not abandon damaged Equipment unless necessary for personal safety or directed by emergency personnel.

17. WEATHER, ROAD & TRAIL CONDITIONS

I am responsible for determining whether weather, road and trail conditions are suitable for riding. Rain, standing water, ice, snow, darkness, loose gravel, mud and other conditions can substantially increase risk. Rydvolt does not guarantee that any road, trail, path or riding location is safe or appropriate. Any map, route suggestion, trail information or recommendation is informational and is not a guarantee of safety or legality.

18. EQUIPMENT RANGE & BATTERY

I understand that advertised battery range is an estimate and actual range may vary substantially based on rider weight, speed, terrain, hills, temperature, tire pressure, wind and riding style. I am responsible for monitoring remaining battery level and planning my ride accordingly. Rydvolt does not guarantee a particular range.

19. GOVERNING LAW

This Agreement shall be governed by the laws of the **State of Ohio**. To the extent permitted by law, disputes arising from this Agreement shall be brought in a court of competent jurisdiction in the Ohio county where J&R Trailer Sales and Rentals, LLC maintains its principal business location.

20. SEVERABILITY

If any provision of this Agreement is determined to be invalid or unenforceable, that provision shall be enforced to the maximum extent permitted by law, and the remaining provisions shall remain in effect.

21. ENTIRE AGREEMENT

This Agreement, together with the rental transaction details and policies presented during checkout, constitutes the agreement between Rydvolt and the Renter concerning the rental.

22. ELECTRONIC SIGNATURE & RECORDS

I consent to conducting this rental transaction electronically. I agree that my electronic signature, electronic acceptance, checkbox acknowledgment or other legally recognized electronic acceptance has the same force and effect as my handwritten signature to the extent permitted by applicable law. I consent to receiving and retaining an electronic copy of this Agreement.

FINAL ACKNOWLEDGMENT

I HAVE CAREFULLY READ THIS AGREEMENT BEFORE SIGNING IT.

I UNDERSTAND THAT RIDING AN ELECTRIC BICYCLE OR ELECTRIC SCOOTER CAN RESULT IN SERIOUS INJURY, PERMANENT DISABILITY OR DEATH.

I KNOWINGLY AND VOLUNTARILY ASSUME THESE RISKS.

I UNDERSTAND THAT THIS AGREEMENT CONTAINS A RELEASE AND WAIVER OF CERTAIN LEGAL CLAIMS, INCLUDING CLAIMS ARISING FROM THE ORDINARY NEGLIGENCE OF J&R TRAILER SALES AND RENTALS, LLC, D/B/A RYDVOLT, TO THE FULLEST EXTENT PERMITTED BY OHIO LAW.

I VOLUNTARILY AGREE TO BE BOUND BY THIS AGREEMENT.

RENTER INFORMATION

Full Legal Name: _____

Date of Birth: _____

Driver's License / Government ID: _____

Phone: _____

Email: _____

Equipment / Unit #: _____

Rental Start: _____

Scheduled Return: _____

Emergency Contact: _____

Emergency Contact Phone: _____

RENTER SIGNATURE: _____

Date/Time: _____

REQUIRED ELECTRONIC CHECKOUT ACKNOWLEDGMENTS

Before Rydvolt provides the renter with an Equipment locker/access code, require the renter to affirmatively acknowledge:

- I certify that I am at least 18 years old.
- I have read and agree to the entire Rental Agreement.
- I understand that riding an e-bike or electric scooter can result in serious injury or death.
- I knowingly and voluntarily assume the risks associated with riding and using the Equipment.
- I understand that I am releasing certain legal claims, including claims based upon ordinary negligence, to the fullest extent permitted by Ohio law.
- I agree to be financially responsible for loss or damage as provided in the Rental Agreement.
- I agree to follow applicable laws, trail rules and Rydvolt safety requirements.
- I consent to GPS/location tracking of the rented Equipment during my rental.
- I consent to electronic signatures and electronic records.

Electronic Signature: _____

Date/Time: _____

Draft for business use. Have an Ohio attorney and your insurance carrier review this agreement before use. A liability waiver cannot eliminate every potential claim or statutory duty.