

PRESQU'ILE PARK PLACE | E-scooter Rentals: Release and Waiver

IMPORTANT LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING BELOW – BY SIGNING YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

1. I understand and acknowledge the inherent risks, dangers and hazards of using an e-scooter and the App, and fully assume all risks and responsibilities with regard to, but not limited to: impact or collision with pedestrians, inaccuracies of map data in the App, malfunction of the e scooter, vehicles, other riders, and/or fixed or moving objects; traffic conditions, weather conditions, hills, curbs, exposed stones, earth, ice, trees, and other natural objects or hazards, exposed holes; the failure to operate the e-scooter in a safe fashion; any negligence of the Releases (as defined below) including any failure to take reasonable steps to safeguard or protect me from the risks, dangers and hazards of using an e-scooter and the App; other riders; e-scooter or App malfunctions; failure to act safely or within one's own ability; negligence of other persons; as well as the possibility of physical and/or mental trauma (or injury) including the possibility of permanent injury or death. **I acknowledge that expectant mothers and that persons with conditions inhibiting their sense of balance are prohibited from riding an e-scooter.** I agree to cease operation of the e-scooter if I am concerned in any way about the operation or a malfunction or damage to the e-scooter.
2. I realize that the operation of an e-scooter requires physical abilities and I represent that I am in sound medical condition, that I am capable of operating the e-scooter, and I am voluntarily participating in this e-scooter experience with the knowledge of the dangers involved and I agree to accept any and all risks of loss, injury or death.
3. I acknowledge that I have been provided a tutorial and information about how and where to ride, and I agree to follow all applicable regulations. I understand that I am solely responsible for my personal safety. As such, I agree to follow all rules and guidelines provided by the tutorial, trainer or guide, including, but not limited to, those pertaining to safety and to the use of the e-scooter. I will at all times wear a CSA, Snell, CPSC, ANSI or ASTM approved helmet and have it properly sized, fitted and fastened at all times according to the manufacturer's instructions when riding an e-scooter, provided that I also acknowledge that a helmet will not eliminate the risk of bodily injury in the event of an accident. I agree to use and operate the e-scooter in a careful, considerate and safe manner with due consideration for the safety and wellbeing of all persons. I will refrain from harmful conduct of any kind which may damage the e-scooter, or affect the safety of others or myself.
4. As an e-scooter rider, I am responsible for the way I ride and the condition of the rental/demo unit. I take responsibility for any damage that might occur to my e-scooter or third-party property as a result of my actions during the tour, ride, rental or demonstration period, and agree to reimburse Lorimax Inc. for lost revenue and repair or replacement costs for any damage to, or theft of the e-scooter in my possession. I agree that I will not allow other persons to operate the e-scooter that I have been assigned during the duration of my rental/tour/ride/demonstration period.
5. I hereby irrevocably and fully waive, release, indemnify and agree to hold harmless Lorimax Inc., o/a Segway Nova Scotia and o/a Park Place e-Scooters, Ninebot Inc., Segway Inc., Segway Discovery Inc., Develop Nova Scotia, Halifax Regional Municipality, and any and all related and affiliated companies, municipalities and public entities, governmental bodies and agencies, and to the extent You access the Services using a third party application, website, content, products, or services, that third party, as well as each of their suppliers, distributors, officers, directors, employees, agents, representatives, successors, assigns, and participants (collectively, the "Releases") of and from any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature (a "Claim"), including of any third party Claims, reasonable legal fees, and any and all negligence claims or causes of action, which may arise due to any cause whatsoever, or which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during or as a result of, my participation in the e-scooter tour/ride/rental/demonstration, even to the extent the Releases have been advised of the possibility of such Claims. I understand and agree that this Waiver and Release is binding on my heirs, assigns and legal representatives.
6. I have carefully read this Waiver and Release and fully understand its contents. I certify that I am at least 18 years of age. I am aware that this is a RELEASE AND WAIVER OF LIABILITY, and a contract between me and the persons and entities mentioned above, and I sign it of my own free will, in exchange for allowing me to rent and operate an e-scooter. I am not relying on any oral or written representations or statements made by the Releases with respect to the safety of the activities other than as set-out in this Release and Waiver.

Print Name: _____ **Date** _____

(Guardian) Signature: _____ **Phone:** _____

License Plate #: _____ **Driver license** _____