



### **EastBoro Electric Bike Rental**

Rules, Regulations, Liability and Accident Waiver  
8251 Greensboro Drive, McLean, VA 22102

**In order to participate in the electric bike rental program (the "Program") in EastBoro ("Building") (the bike room in the Building is hereinafter referred to as the "Bike Room Facility"), I hereby certify as follows:**

1. I am an on-site, full time employee of a tenant in the Building, and I have been authorized by my employer to use the electric bike.
2. Acknowledge and agree that it is my responsibility to wear approved and properly fitted protective head gear when participating on an electric bike ride; and that I understand Virginia and Fairfax County Law as it pertains to bicycle helmets.
3. Have shown proof of my age with a photo identification; I have supplied the Building's property manager 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 above for identification and legal purposes and for TMG TMC 1&2, LLC ("LANDLORD") and Landlord's representatives to make further contacts with me. This information will not be shared with other organizations except and only for explicit purposes stated in this paragraph.
4. I am at least 16 years of age; Understand that if I am under 16 years of age it is unlawful for me to ride an electric bike in Virginia State and unlawful for me to misrepresent my age.
5. Certify that the Landlord representative has adequately explained to me, and I understand: the hazards, increased power and speed, and other operation of the control console, gear shifting, and the braking mechanism; I will not make any adjustments to the bike beyond the console settings and gear shifting about which the Landlord representative has instructed me.
6. Certify that I am physically fit with no known physical or mental impairments and am able to participate in the electric bike program. I have a reasonable basis for this opinion due to examination and/or consultation with my physician. I fully recognize that I am responsible for knowledge of my own state of health at all times. I am not under the influence of any narcotic, alcohol or other drugs that may impair my understanding or judgement and that I will not at any time during the test ride operate the electric bike under the influence of any narcotic, alcohol or drugs. I consent to receive medical treatment, which may be deemed advisable in the unlikely event of injury, accident and or illnesses during my use of the Bike Facility Room and bike equipment; 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:**

1. Risks and dangers exist in my use of any and all bicycle equipment, including electric bicycles and my participation on a 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;
2. My participation in the Program and related 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;



3. These risks and dangers may be caused by the negligence of officers, directors, employees, agents, and service providers of the Landlord and/or the negligence of others, accidents, breaches of contract, uncontrollable forces of nature or other causes;
4. By my participation in the Program, 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 other entities;
5. I am not covered by any Landlord or other warranty or policy of insurance;
6. I am using an electric bike at my own risk, freely and voluntarily without any inducement or duress;
7. It is my obligation, unless otherwise granted through a separate agreement, to return all electric bikes I have ridden within 4 hours of beginning the ride. In the event that I do not return the bike within the allotted time, Landlord has the right to charge and collect for the full retail price of the bike along with any accessories not returned, such as helmets, fenders (if separate from the bike), racks and seat upgrades.

## WAIVER

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 Landlord, Landlord's rental agent, Landlord's affiliates, Cushman and Wakefield, Inc. and their respective officers, directors, shareholders, partners, employees, agents, and service providers from any and all claims, actions, damages, liabilities and expense in connection with bodily or mental injury, property damage, loss of life, loss of services, loss of income, or otherwise which may rise out of my participation in the Program, use of electric bike products or other equipment in the Bike Room Facility, or in connection with any occurrence in, upon or at the Bike Room Facility.

1. I am in good physical condition and I am able to use the facilities and equipment in the Bike Room Facility without risk of physical harm or injury to myself. I understand that I use the equipment at my own risk.
2. I will not invite guests to use the Bike Room Facility, and I will not provide access to the Bike Room Facility to persons who are not otherwise authorized to use the Bike Room Facility.
3. I understand in use of the equipment there is the possibility of accidental or other physical injury. I agree to assume the risk of such injury and indemnify and hold harmless Landlord, Landlord's rental agent, Landlord's affiliates, Cushman and Wakefield, Inc. (and the successors and assignees of the foregoing), and any officers, directors, shareholders, partners, employees, and agents thereof from liability for any and all injury, illness, harm, or damage resulting from my participation in the Program and/or use of the Bike Room Facility and the equipment therein.
4. I understand that the Landlord does not represent that their employees, personnel, or agents have expertise in diagnosing, examining, or treating medical conditions of any kind, or in determining the effect of any specific exercise on such medical condition.
5. I understand that there is no personnel, surveillance, or security provided in the Bike Room Facility to protect me from third parties or other harm, and I enter and use the Bike Room Facility at my own risk.



- 6. I acknowledge that I have received and read a copy of the Rules and Regulations attached hereto governing the use of the electric bike, and I agree that (a) I will fully comply with these Rules and Regulations as they are amended from time to time; (b) I am fully bound by all of the terms and conditions set forth in such Rules and Regulations.

### AGREEMENT

*By execution below, the Rules and Regulations & Liability Waiver for the EastBoro Electric Bike Program have been read and understood by all personnel and/or supervisor on site to use the facility. I agree that I will fully comply with these Rules and Regulations as they are amended from time to time.*

#### READ AND UNDERSTOOD BY:

Company Name, Building and Suite Number: \_\_\_\_\_

Employee Name, Title and Phone Number: \_\_\_\_\_

Signed: \_\_\_\_\_

Date: \_\_\_\_\_