

## **Indego Bicycle Rental Agreement, Waiver of Liability and Release**

In consideration of Rider's use of any of the Services (defined below) provided by Bicycle Transit Systems, Inc. ("BTS"), operator of Indego Bike Share, BTS requires that You ("Rider", "You", or "Your") agree to all terms and conditions in this Bicycle Rental Agreement, Waiver of Liability, and Release ("Agreement"). The "Services" provided by BTS are composed of several elements, including (1) Indego bicycle stations ("Stations"), (2) automated pay stations ("Pay Stations"), (3) separate stands that allow the docking of Indego bicycles ("Bike Docks"), (4) Indego bicycles ("Bike" or "Bikes"), and (5) all related equipment, personnel, and information.

You should CAREFULLY READ all terms and conditions before entering into this Agreement.

### **1. GENERAL RENTAL AND USE OF BIKE.**

1.1 Rider is sole user: BTS expressly agrees to let, and the Rider expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. BTS and the Rider are the only parties to this Agreement. The Rider is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.

1.2 Rider is 14 or older: Rider represents and certifies that Rider is at least 14 years old. If Rider intentionally or unintentionally misrepresents his/her age, Rider accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such misrepresentation.

1.3 Minors who are at least 14 years of age may use Indego, but only if the service is subscribed for by and under the responsibility of the minor's parent or legal guardian. By authorizing use of the service by a minor, the parent or legal guardian agrees s/he is fully responsible and liable for all injuries, damages, and costs and expenses arising from or related to the minor's use of the Service and guarantees, represents, and warrants: (i) the parent's or legal guardian's; and (ii) the minor's acceptance of and agreement and compliance with all terms and conditions of this Agreement as a Rider.

1.4 Rider is a competent bike operator: Rider represents and certifies that he/she is familiar with the operation of the Bike, and is reasonably competent and physically fit to ride the Bike. By choosing to ride a Bike, Rider assumes all responsibilities and risks for any injuries or medical conditions.

1.5 Bike is exclusive property of the City of Philadelphia: Rider agrees that the Bike and any equipment attached thereto, at all times, remain the exclusive property of the City of Philadelphia. Rider will not make any modification to the Bike at any time.

1.6 Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available 24 hours a day, 7 days a week, except in the case of events outlined in section 4.6. Bikes must be rented within the maximum rental time limits set forth below. Bikes

are limited in quantity and Bike and Dock availability at any Station is never guaranteed. Bike must be properly returned to a station.

1.7 Bike may be used and/or operated only in the City of Philadelphia: Rider agrees to only use, operate and/or ride the Bike in the City of Philadelphia. Rider will not, under any circumstances, remove the Bike from the City of Philadelphia; provided, however, that Rider may ride Bike on the Benjamin Franklin Bridge.

1.8 Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City of Philadelphia.

1.9 Bike is intended for only limited types of use: Rider agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

1.10 Rider's use of front carrier/basket and back basket is limited: Rider acknowledges that the front carrier/basket and back basket of the Bike is intended for light goods only, and that he/she will not carry people or animals anywhere on the bicycle.

1.11 Rider reporting: Rider must report any accident, crash, damage, personal injury, stolen or lost Bike, or stolen or lost Indego Membership Card to BTS immediately or as soon as possible. If a crash involves personal injury, property damage, or a stolen Bike, Rider shall file a report with the Philadelphia Police Department within 24 hours. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or Indego Membership Card.

1.12 Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to BTS in the same condition in which it was rented. Rider will not be responsible for normal wear and tear. Rider agrees to ensure that the Bike is never left unattended when not securely docked in a Station. BTS will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances. Rider agrees to pay for destruction or loss of Bike and for any damage, including replacement parts incurred directly or indirectly associated with the use of Rider's membership key. All repairs needed as a result of any damage will be performed at the normal labor rates. In the event the Bike is lost or damaged beyond repair, regardless of fault or cause, Rider agrees to pay BTS the full replacement value of the equipment (\$1,000.00).

1.13 If Rider has lost or damaged their membership key, Rider may request a replacement by calling 1-844-4INDEGO or by emailing [support@rideindego.com](mailto:support@rideindego.com). A replacement fee of \$5 for the lost or damaged key will be charged, and a replacement membership key will be mailed to Rider's mailing address of record.

## 2 PAYMENT AND FEES.

2.1 Rider may subscribe to the service on a daily, monthly or annual basis. In each case, fees and other charges may be subject to applicable taxes and other local government charges, which may be charged and collected by BTS. BTS will charge the Rider's credit or debit card

the amount of the respective membership fee in effect on the date of subscription, except in the case of cash membership, where the member is activated upon payment. In addition, a Rider may be charged usage fees as described in this Agreement. Daily, Monthly and Annual membership fees are listed on the website, [www.rideindegogo.com](http://www.rideindegogo.com).

2.2 Riders will be charged usage fees in addition to Daily, Monthly, and Annual membership fees listed on the website, [www.rideindegogo.com](http://www.rideindegogo.com). Usage fees for the Day Pass are \$0 for the first half hour and \$4 for each half hour thereafter of the same trip. Usage fees for Indego365 and Indego30 passes are \$0 for the first hour and \$4 for each hour thereafter of the same trip. Usage fees for Indego365 Access and Indego30 Access passes are \$0 for the first hour and \$2 for each hour thereafter of the same trip. Usage fees for Indego Flex passes are \$4 per hour.

2. Usage fees for Day Pass and Indego30 passes will be charged to Rider's credit or debit card 24 hours after the membership period has ended; or, in the case of Cash Memberships, will be added to their monthly fee for the following month. Usage fees for IndegoFlex and Indego 365 passes will be charged to Rider's credit or debit card on the first day of the following month. Actual times will depend on your financial institution.

2.4 Promo codes (discounts) are one-time offers. BTS reserves the right to modify or cancel discounts at any time. Discounts are limited to one per customer and account and may not be combined with other offers. Discounts are non-transferable and may not be resold.

2.5 Maximum Rental Time and Charges.

2.5.1 Maximum rental time is 24 hours. Rider agrees that Rider will return the Bike to a designated BTS Bike Station within 24 hours of time that rental of the Bike began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return.

2.5.2 After return of the bicycle, the rider will be charged the accumulated usage fees. Bikes not returned within 24 hours will be considered lost or stolen, and Rider may be charged \$1,000.00 and a police report may be filed.

2.6 Rider must input a valid credit or debit card number and expiration date before Rider will be registered to use the Service, except in the case of selecting the Cash Membership option. A Rider's credit or debit card will be pre-authorized for sufficient funds prior to receiving a bicycle. There may be a temporary hold of funds on a Rider's credit card for each trip taken. Rider represents and warrants to BTS that Rider is authorized to use any cards Rider furnishes to BTS. Rider authorizes BTS to charge card for all fees incurred by Rider. If Rider disputes any charge on credit or debit card account, then Rider must contact BTS within 10 business days from the end of the month with the disputed charge, provide to BTS all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. Rider agree to immediately inform BTS of all changes relating to card.

2.7 A Rider who enrolls in the Cash Membership option agrees to make payments for membership costs and all fees incurred by Rider. If Rider disputes any fees assigned to Cash Membership account, then Rider must contact BTS to dispute the fee.

3.1 Releases. “Claims” means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys’ fees, whether incurred at trial, on appeal, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the Bikes, Stations, Bike Docks, or related information, or (b) Rider’s use of any of the foregoing. “Released Persons” means, collectively, (i) BTS and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, (ii) the City of Philadelphia, (iii) B-Cycle, LLC and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, and (iv) every sponsor of any of the Services and all of the sponsor’s owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns, and (v) every holder of property on which is located a Station and all of the property holder’s owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns. In exchange for Rider being allowed to use any of the Services, Bikes, Stations, Bike Docks, or related information, Rider (acting for Rider and for all of Rider’s family, heirs, agents, affiliates, representatives, successors, and assigns) do hereby fully and forever release and discharge all Released Persons for all Claims that Rider has or may have against any Released Person, except for Claims caused by the Released Person’s gross negligence or willful misconduct. Such releases are intended to be general and complete releases of all Claims. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, as intended 3rd beneficiaries of such releases. Rider expressly agrees to indemnify, release and hold harmless Released Persons from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of BTS and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.2 Disclaimers. RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT RIDER’S USE OF ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION IS AT RIDER’S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO RIDER’S USE OF ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, BTS AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, AND RELATED INFORMATION ARE PROVIDED “AS IS” AND “AS AVAILABLE” (AND RIDER RELIES ON THEM SOLELY AT RIDER’S OWN RISK). BTS AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION. RIDER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS FOR

USING ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, AND BTS AND ALL OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. RIDER ASSUMES FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER RELATED TO RIDER'S STOLEN OR LOST BIKE OR MEMBERSHIP KEY.

3.3 Limited Liability. RIDER DOES HEREBY ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY LAW, BTS AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) RIDER'S USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, BIKES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, (C) RIDER'S BREACH OF THIS AGREEMENT OR RIDER'S VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY RIDER, (E) RIDER'S FAILURE TO WEAR A BICYCLE HELMET WHILE USING A BIKE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. RIDER DOES HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF BTS OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. THE TOTAL LIABILITY OF BTS AND ALL OTHER RELEASED PERSONS FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES; AND, IF ANY OF THOSE LAWS APPLY TO RIDER, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO RIDER, AND RIDER MIGHT HAVE ADDITIONAL RIGHTS.

3.4 Assumption of Risk by Rider. Rider is solely and fully responsible for the safe operation of the Bike at all times. Rider agrees that bicycles are machines that may malfunction, even if the Bike is properly maintained, and that such malfunction may cause injury. Rider agrees that riding a Bike involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to Rider or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Rider agrees that such risks, dangers, and hazards are Rider's sole responsibility. Rider agrees that if Rider's use of any of the Services causes any injury or damage to another person or property, then Rider may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Bike, Rider assumes full and complete responsibility for all related risks, dangers, and hazards, and Rider agrees that BTS and all other Released Persons are not responsible for any injury, damage, or cost caused by Rider with respect to any person or property, including the Bike itself.

#### 4 Additional Terms of Use.

4.1 Safety Check. Before each use of a Bike, Rider shall conduct a basic safety inspection of the bicycle, which includes inspecting the following: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the

seat, pedals, and basket; (v) good condition of the frame; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Rider agrees not to ride the Bike if there are any noticeable issues, and to immediately alert BTS of any problems by calling 1-844-4INDEGO or by emailing support@rideindeg.com.

4.2 Lost or Stolen Bicycle. If a Bike is not returned within 24 consecutive hours, then the Bike is deemed lost or stolen, Rider's credit or debit card may be charged a fee of \$1,000.00, and a police report may be filed with local authorities. The data generated by the Service's computer is conclusive evidence of the period of use of a Bike by a Rider. Rider must report Bike disappearance or theft to BTS immediately or as soon as possible. Rider must report disappearance or theft to the Philadelphia Police Department within 24 hours. BTS will consider timely reporting of a stolen or lost Bike when assessing any cost associated with Rider's responsibility for the Bike.

4.3 Helmets; Safety. BTS recommends that all Riders wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. Rider agrees that none of BTS and its Related Parties and/or the City of Philadelphia are liable for any injury suffered by Rider while using the Service, whether or not Rider is wearing a helmet at the time of injury. Rider may need to take additional safety measures or precautions not specifically addressed in this Agreement.

4.4 Bicycle Routes. Rider agrees that BTS does not provide or maintain places to ride Bikes, and that BTS and the City of Philadelphia do not guarantee that there will always be a safe place to ride a Bike. Roads, bicycle lanes, and bicycle routes may become dangerous due to weather, traffic, or other hazards.

4.5 Limitations on Bike Rental. Rider agrees that BTS and the City of Philadelphia are not a common carrier. Alternative means of public and private transportation are available to the general public and to Rider individually, including public buses and rail service, taxis, and pedestrian paths. BTS and the City of Philadelphia provide Bikes only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a Bike on their own and who have agreed to all terms and conditions of this Agreement.

4.6 Limitations on Availability of Service. BTS makes every effort to provide the Service 365 days per year, but does not guarantee that the Service will be available at all times, as force majeure events or other circumstances might prevent BTS from providing the Service. Access to the Service is also conditioned on the availability of Bikes at each Station. BTS does not represent or warrant the availability of any Service or the availability of any Bike at any Station. Rider may use the Website to consult the inventory of Bikes available at a Station. Rider agrees that BTS may require Rider to return a Bike at any time.

## 5 Prohibited Acts.

Rider must not:

5.1 Ride a Bike while carrying any briefcase, backpack, bag, or other item if it impedes Rider's ability to operate a Bike safely.

5.2 Use any cellular telephone, text messaging device, portable music player, or other device that may distract Rider from safely operating a Bike.

5.3 Operate a Bike while under the influence of any alcohol, drugs, any medication or other substance that may impair Rider's ability to safely operate a Bike.

- 5.4 Carry a second person on a Bike.
- 5.5 Dock or lock any bicycle any place other than a Station.
- 5.6 Use any locking mechanism, other than the locking mechanism provided by BTS at the Bike Dock, to lock a Bike to a Bike Dock.
- 5.7 Violate any applicable federal, state, or local law, including those for bicycle riders.
- 5.8 Dismantle or modify a Bike in any way. (This rule does not apply to the use of the seat height adjustment feature on Bikes.)
- 5.9 Exceed the maximum weight limit for the front cargo carrier (5 pounds), or the rear cargo carrier (20 pounds) and Rider must not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding impediment.
- 5.10 Operate a Bike in dangerous weather conditions, including snow, hail, and electrical storms, which make it more dangerous to operate a Bike. Rider is advised to adjust Rider's riding behavior and braking distance to suit the weather conditions.
- 5.11 Allow others to use a Bike that Rider has removed from a Bike Dock. Rider understands that when Rider removes from a Bike from a Bike Dock, it is to be used only by Rider. Rider must not transfer Rider's membership key, 7-digit code on the membership key, or any other unique Rider information to any other person.

## 6 Term and Termination.

6.1 The term of this Agreement begins when Rider first uses the Service or creates a membership, and the term ends 10 years after Rider's last use of the Service; provided, however, that Rider's personal financial responsibility under this Agreement expires one year after the later of (i) Rider's last use of the Service, or (ii) the expiration of Rider's membership.

6.2 At any time and from time to time, and without Rider's consent, BTS may unilaterally terminate Rider's right to use the Service, in BTS's sole discretion and without any notice or cause. Rider may terminate Rider's use of the Service at any time; provided, however, that (i) no refund will be provided by BTS, (ii) the term of this Agreement continues in accordance with this Agreement, (iii) Rider may still be charged any applicable additional fees in accordance with this Agreement. This Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Rider's right to use any of the Service, regardless of how the Agreement is terminated.

6.3 The Membership, and the user identification number, username and membership key related thereto are non-transferable and may be terminated if Rider breaches this Agreement, as decided by BTS in its sole discretion. If a Membership is terminated for breach of this Agreement, then no refund is provided.

7 Confidentiality of Information. All personally identifiable information that is held by BTS and pertains to Riders, including all names, addresses, phone numbers, email addresses, credit and debit card numbers, membership numbers, and card numbers will be kept confidential by BTS; provided, however, that (i) if there is any accident where a Rider is unable to communicate personal information to the appropriate authorities, then BTS may, in its sole discretion, provide the Rider's name, address, phone number, and other important information to

such authorities, (ii) if BTS receives a subpoena from any court or other authority, then BTS will provide all requested information in accordance with applicable law, and (iii) BTS may disclose aggregate and other data about Riders in accordance with applicable law, including, without limitation, general latitude and longitude data for Rider addresses (provided this would not allow any individual's address to be separately identified), (iv) BTS may disclose individual data to a third party upon Rider's express permission and consent.

8 Notice. BTS may be contacted by calling 1-844-4INDEGO or by emailing support@Rideindego.com.

9 Choice of Law; Dispute Resolution. This Agreement is governed by, and must be construed and enforced in accordance with, the laws of the Commonwealth of Pennsylvania, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorney fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which the party may be entitled; (ii) each party consents to the jurisdiction of the courts of the Commonwealth of Pennsylvania and agrees that those courts have personal jurisdiction over each party; (iii) venue must be in Philadelphia, Pennsylvania; and (iv) the parties must submit the dispute to mandatory mediation held in Commonwealth of Pennsylvania. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial.

10 Waiver and Severability. No waiver of any breach of any provision of this Agreement is a waiver of any other breach or of any other provision of this Agreement. The provisions of this Agreement are independent of and separable from each other, and no provision shall be affected or rendered invalid or unenforceable by virtue of the fact that for any reason any other or others of them may be invalid or unenforceable in whole or in part.

11 Cumulative Remedies. All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

12 Final Agreement; Modification by BTS. This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, BTS may unilaterally amend, modify, or change this Agreement, in its sole discretion and without any notice or cause. By continuing to use any Service after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Whenever a change is made to this Agreement, BTS will post a notification on the Website. The pricing set forth on the Website supersedes all pricing set forth in this Agreement.

13 Contract Interpretation. The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not be exclusive in its meaning. "Including" means "including, but not limited to." Unless the context otherwise requires, words in the singular



number or in the plural number shall each include the singular number or the plural number. All pronouns include the masculine, feminine, and neuter pronoun forms.

#### Rider Acceptance of Agreement

I certify that I am the Rider, I am 18 years old or over, and I have read and expressly agree to the terms and conditions set forth in this Agreement.

OR

I certify that I am the Parent and/or Legal Guardian of the Rider, who is at least 14 years old, and I am 18 years old or over. I have read, and I expressly agree to, the terms and conditions set forth in this Agreement and authorize use of the Service by the minor Rider.

Name \_\_\_\_\_

Signature \_\_\_\_\_

Date \_\_\_\_\_