

DBA RIDE SOLANA BEACH

Watercraft and Electric Bicycle/Scooter Rental Agreement and Participant Waiver and Release of Liability

Welcome to Ride Solana Beach a DBA of Strickly Boarding Company. Watercraft and Electric Bicycle/Scooter rentals. Participants must be 18 or older to rent a Watercraft or Electric Bicycle/Scooter. An adult must accompany children under 18 in any ride.

Acknowledgement of Assumption of Risk

In consideration of the services of Strickly Boarding Company, DBA Ride Solana Beach, their agents, owners, officers, volunteers, participants, employees, and all other persons or entities acting in any capacity on their behalf (hereinafter collectively referred to as "RSB"), I hereby agree to release, indemnify, and discharge RSB, on behalf of myself; my spouse, my children, my parents, my heirs, assigns, personal representative and estate as follows:

1. I acknowledge that my participation in rentals of electric bicycles/scooters and watercraft activities entails known and unanticipated risks that could result in physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.
The risks include, among other things: slipping and falling accidents involving or vehicles; collision with fixed or movable objects; injuries or accidents involving contact with the vehicle; falls from the vehicle; accidents can occur getting on or off; I can be jolted, jarred, bounce, and shaken about during ride; major injuries are a risk as are bruises and sprains; musculoskeletal injuries including head, neck, and back injuries; further, passengers can be thrown off the vehicles which can result in any of the above events occurring; collisions, and flipping over; the machine itself may fail; the negligence of other participants, spectators, or persons who may be present; damage to equipment or personal injury; exhaustion; exposure to the elements of the outdoors and natural surroundings which could cause hypothermia, hyperthermia (heat related illnesses), heat exhaustion, sunburn, dehydration; condition of roads, terrain, or highways and accidents connected with their use; accidents or illness can occur in remote places without medical facilities and emergency treatment or other services rendered; improper lifting or carrying; my own physical condition, and the physical exertion associated with this activity. Furthermore, RSB employees have difficult jobs to perform. They seek safety, but they are not infallible. They might be unaware of a participant's fitness or abilities. They might misjudge the weather or other environmental conditions. They may give incomplete warnings or instructions, and the equipment being used might malfunction.
2. I expressly agree and promise to accept and assume all of the risks existing in this activity. My participation in this activity is purely voluntary, and I elect to participate in spite of the risks.
3. I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless RSB from any and all claims, demands, or causes of action, which are in any way connected with my participation in this activity or my use of RSB's equipment or facilities, including any such claims which allege negligent acts or omissions of RSB.
4. Should RSB or anyone acting on their behalf; be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.
5. I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while participating, or else I agree to bear the costs of such injury or damage myself. I further certify that I am willing to assume the risk of any medical or physical condition I may have.
6. In the event that I file a lawsuit against RSB, I agree to do so solely in the state of California, and I further agree that the substantive law of that state shall apply in that action without regard to the conflict of law rules of that state. I agree that if any portion of this agreement is found to be void or unenforceable, the remaining document shall remain in full force and effect.

PLEASE READ CAREFULLY, THEN INITIAL, WRITE FULL NAME, SIGNATURE AND DATE AT BOTTOM OF PAGE

WARNING: There are significant elements of risk in any adventure, sport or activity associated with pedal driven/electric bicycles/scooters/skateboards/surfboards/SUP’s and kayaks including but not limited to bicycles/scooters & watercraft (referred to herein as “activity”). And the use of any equipment. It is up to you to master the basic moving, maneuvering, shifting gears, braking and turning before beginning your activity, to obey all traffic regulation and to yield to pedestrians. Otherwise, you pose a danger to yourself and to others.
WITH ELECTRIC BICYCLES/SCOOTERS YOU ARE TO RIDE ON BIKE PATHS ONLY.

Bicycle, Electric Bicycle/Scooter, Watercraft & Helmets:

I, the undersigned, recognize the dangers inherent with any type of bicycle, electric bicycle/scooter, watercraft and ocean activity. I am assuming the hazards of the risk upon myself since I wish to ride/surf. I realize that I am subject to injury from this activity and that no form of preplanning can remove all the danger that I am exposing myself to. I have been offered a protective helmet for rental of bicycle and/or electric bicycle/scooter, which could prevent permanent brain damage or death in the event of any accident. Against the advice of the Ride Solana Beach, rental operator, the management, and the insurance company, I understand the risk of refusing this critical safety precaution. Completion of this RSB waiver indicates your full understanding and acceptance of risk.
I agree to return all rental equipment in clean condition. I accept full responsibility for the care of the equipment.
I will be responsible for the replacement, at full retail value, on any equipment that is damaged or not returned to Ride Solana Beach.

COVENANT OF GOOD FAITH: I recognize that you, as the provider of services, will operate under a covenant of good faith and fair dealing but that you may find it necessary to terminate an activity due to forces of nature, medical necessities or problems in the group, and/or refuse or terminate, my participation or the participation or any person you judge to be incapable of meeting the rigors or requirements or participation in the activity. I accept your right to take such actions for the safety of myself and or other participants. I acknowledge that no guarantees have been made with respect to electric cycling and/or skating objectives.

AUTHORIZATION: I hereby authorize any medical treatment deemed necessary in the event of any injury while participation in the activity. I either have appropriate insurance or in its absence agree to pay all costs of rescue and/or medical services as may be incurred on my behalf. I agree that any film or photographs (images) of me, as participants, become your property and may be used for promotional or commercial purposes and that I will receive no money or compensation of any kind for any such image(s).
I agree that some of my Identification documents (ID card, Driver’s License, Passport or else) may be recorded for security purposes.

DEPOSIT: I agree that a refundable security deposit of \$50/Bicycle and/or \$100/Tandem and/or \$500/Electric Bikes and/or \$300/Electric Scooters will be held on my credit/debit card at pick up and refunded upon complete return. The security deposit includes all add-ons (accessories).
AND/OR
I agree that my identification document will be held at pick up and returned upon complete return. If my Bicycle(s), Electric Bike/Scooter/Surfboards(s) or Kayaks(s) is not returned under 24 hours and/or no contact has been made with Ride Solana Beach via Phone, Email or Text to extend my rental period, I understand and agree that the above amounts plus the cost of the rental will be charged to my credit/debit card and my identification documents will be used to file a police report for theft.

ADDITIONAL FEES: If any rented equipment is damaged, lost, or stolen, the renter will be charged full replacement or repair costs at retail prices. Ride Solana Beach reserves the right to charge an additional 1/2 day or full day fee for each watercraft that is returned later than their expected return time.
Completion of this RSB waiver indicates your full compliance and understanding of these terms.

RULES OF OPERATION: LESSEE hereby agrees to rent BICYCLES, ELECTRIC BICYCLES/SCOOTERS AND/OR SURFBOARDS/WATERCRAFT at the posted hourly rate subject to the following rules of operation.
1. All specialty cycles, electric bicycles/scooters, etc. shall be operated, on extreme right-hand side of streets and recreational bike path to and from designated areas. I agree, upon inspection, that the bicycle or bicycles, electric bicycle/scooter or electric bicycles/scooters I am operating or anyone in my group is operating is safe and in good order.
2. Bicycles, electric bicycles/scooters and skateboards shall obey all DMV laws where streets and cars are concerned. Use hand signals, ride with direction of traffic to the far right, etc. No U-turn, racing or reckless driving. I agree that if I operate or any in my group operates, a cycle in an unsafe or negligent manner, or do not adhere to the rules or regulations given by Ride Solana Beach, I am subject to immediate termination of rental and loss of any money I/We paid.
3. Please check brakes of the Electric Bicycle/Scooter and/or Bicycle before leaving the rental area and obey all instructions given by lessor.
4. LESSEE must be at least eighteen (18) years of age and all children must be accompanied by a responsible adult over eighteen (18) years of age.
I AGREE AND ACCEPT FULL RESPONSIBILTY for personal injury, illness, death or damage to myself, my property or rented property arising from participation in these activities. I choose to participate with full awareness of the risks, named and unnamed. That being said, my participation is completely voluntary. I agree to obey the rules and regulations of Ride Solana Beach at all times while participating in the water activities and bicycle, electric bicycle/scooter activities through Ride Solana Beach.
I HAVE CAREFULLY READ AND FULLY UNDERSTAND THE FOREGOING WARNING, ACKNOWLEDGMENT OF RISKS, ASSUMPTION OF RISK AND RESPONSIBILITY, DEPOSIT AGREEMENT, RELEASE OF LIABILITY AND RULES OF OPERATION. I UNDERSTAND THAT BY SIGNING THIS DOCUMENT I MAY BE WAIVING VALUABLE LEGAL RIGHTS.
ALL PARTICIPANTS UNDER THE AGE OF 18 MUST WEAR A HELMET (CALIFORNIA VEHICLE CODE 2212(a)).

INITIAL _____ (page 1 of 1)

FULL NAME _____

SIGNATURE _____

DATE _____

