



Acadia Ebike Adventure Rental Agreement

Acadia Ebike Adventure, LLC agrees to the following:

We will provide the renter with an electric bike, properly fitted helmet and bike lock.

We will ensure the electric bike is well maintained, road worthy and safe for use on the Acadia National Park Carriage Trails.

We will ensure the battery is properly charged for the full rental period.

We will ensure the bike is properly fitted for the renter's size/frame and ensure the electric bike provides a safe and comfortable ride.

We will provide adequate training for the use of an electric bike including power on/off, use of pedal assist, LCD display and operation, safe braking methods and use of kick stand.

The renter agrees to Acadia Ebike Adventure, LLC the following:

The renter is 18 years or older.

The renter agrees to wear the helmet provided when operating the electric bike.

The renter will meet within 15 minutes of the agreed upon time for start of rental at the Hulls Cove Visitor Center. If the renter is more than 30 minutes late, the renter has forfeited the use of the electric bike rental without refund of rental fee.

The renter must participate in the full orientation in the use of electric bike and bike safety briefing.

The renter is responsible for checking the electric bike assigned and ensure it is free of damage, fully operational and the electric bike frame and helmet provided is properly fitted and comfortable for use.

The renter agrees they are physically capable and without a pre-existing medical condition that precludes them from use of an electric bike, or to engage in the physical exertion needed to operate an electric bike on the National Park Carriage Roads. The Carriage Roads are 45 miles in length and have hills with significant elevations.

The renter agrees to remain on the National Park Service Carriage Roads designated for Electric Bikes. The renter agrees not to enter public roads or carriage roads not designated for electric bikes.



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The renter agrees to follow the National Park Service rules and safety guidelines for operation of a Class 1 electric bike.

The renter agrees to return the electric bike, helmet and lock provided to the Hulls Cove Visitor Center at the agreed upon end of rental period.

Damages

Acadia Ebike Adventure Electric Bikes are maintained in a roadworthy condition; however, it is the responsibility of each customer to check the bike before operating.

A final inspection of bike for damages and breakage will be completed upon return of the electric bike at the end of the rental period.

Undamaged condition means normal wear and tear, but does not include broken spokes, rims, bent rims, damaged frames, handlebars, seats, battery, motor or electric components or other parts from misuse and/or crashes.

Damaged parts or components will be repaired/replaced at the cost of the renter. The renter agrees to pay regular shop rates and retail prices for components replaced.

In case of theft, the renter will be responsible for reimbursing Acadia Ebike Adventure, LLC for the original price of the e-bike(s), plus the cost of any accessories that were provided at the time of the bike rental. To prevent theft, all our E-bikes will be provided with a lock, which you should be put to use every time you leave the bike unattended.

Liabilities and Claims

The United States of America, its agents or employees, Acadia Ebike Adventure, LLC, or third parties shall be free from all liabilities and claims for damages and/or suits for or by reason of any injury, injuries, or death to any person or persons or property of any kind whatsoever, whether to the person or property of the United States of America, its agents or employees, Acadia Ebike Adventure, LLC, or third parties, from any cause or causes whatsoever while in or upon said premises or any part thereof during the term of this authorization or occasioned by any occupancy or use of said premises or any activity carried on by the holder in connection herewith, and the holder hereby covenants and agrees to indemnify, defend, save and hold harmless the United States of America, its agents or employees, Acadia Ebike Adventure, LLC, or third parties from all liabilities, charges, expenses and costs on account of or by reason of any such injuries, deaths, liabilities, claims, suits or losses however occurring or damages growing out of the same.



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VISITOR'S ACKNOWLEDGEMENT OF RISKS

In consideration of the services of Acadia Ebike Adventure, LLC, their officers, agents, employees, and stockholders, and all other persons or entities associated with those businesses I agree as follows:

Although Acadia Ebike Adventure, LLC has taken reasonable steps to provide me with appropriate equipment with training so I can enjoy an activity for which I may not be skilled, Acadia Ebike Adventure, LLC has informed me this activity is not without risk. Certain risks are inherent in each activity and cannot be eliminated without destroying the unique character of the activity. These inherent risks are some of the same elements that contribute to the unique character of this activity and can be the cause of loss or damage to my equipment, or accidental injury, illness, or in extreme cases, permanent trauma or death. Acadia Ebike Adventure does not want to frighten me or reduce my enthusiasm for this activity, but believes it is important for me to know in advance what to expect and to be informed of the inherent risks. The following describes some, but not all, of those risks.

- An accident can occur while operating an electric bike causing property damage, personal injury that could lead to permanent disability or death.
- A preexisting medical condition can be exacerbated or provoked by the physical exertion needed to operate an electric bike on the carriage trails which include hills with significant elevation gains.

I am aware that rental of an electric bike with Acadia Ebike Adventure, LLC entails risks of injury or death to any participant. I understand the description of these inherent risks is not complete and that other unknown or unanticipated inherent risks may result in injury or death. I agree to assume and accept full responsibility for the inherent risks identified herein and those inherent risks not specifically identified. My participation in this activity is purely voluntary, no one is forcing me to participate, and I elect to participate in spite of and with full knowledge of the inherent risks.

I acknowledge that engaging in this activity may require a degree of skill and knowledge different than other activities and that I have responsibilities as a participant. I acknowledge that the staff of Acadia Ebike Adventure, LLC has been available to more fully explain to me the nature and physical demands of this activity and the inherent risks, hazards, and dangers associated with this activity.

I certify that I am fully capable of participating in this activity. Therefore, I assume and accept full responsibility for myself, custody, and control, for bodily injury, death or loss of personal property and expenses because of those inherent risks and dangers identified herein and those inherent risks and dangers not specifically identified, and as a result of my negligence in participating in this activity.



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I have carefully read, clearly understood and accepted the terms and conditions stated herein and acknowledge that this agreement shall be effective and binding upon myself, my heirs, assigns, personal representative and estate and for all members of my family, including minor children.

Name

Signature

Date