

**FINN CYCLE RENTAL
AGREEMENT & WAIVER OF
LIABILITY, ASSUMPTION OF
RISK & INDEMNITY
AGREEMENT “Finn Cycle
Waiver”**

NAME:

HOME ADDRESS (include zip code):

PHONE:

DRIVER'S LICENSE #:

STATE ISSUED:

RENTAL DATE:

CREDIT CARD:

Exp date:

3 Digit #:

1. RENTAL AND USE OF VEHICLE

1.1 You are the Sole User of the Vehicle. Subject to Section 1.3 below regarding the limited use of Vehicles by minors, You certify and expressly agree that You are the sole renter of the Vehicle and You are responsible for compliance with all terms and conditions contained in this Agreement. You understand that when You rent a Vehicle, the Vehicle must be used **ONLY BY YOU**. You assume full financial and/or any other responsibility for any and all misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, fees, costs and expenses, penalties, attorneys' fees, judgments, suits and/or disbursements of any kind, or nature whatsoever, whether foreseeable or unforeseeable, and whether known or unknown, as a result of You allowing another party to use a Vehicle You have rented.

1.2 You are At Least 18 Years Old. You represent and certify that You are at least 18 years old, and that You have a currently valid form of identification.

1.3 Use of Vehicles by Minors. You may allow a minor who is at least 16 years of age to use a Vehicle and/or the Services, provided all the following conditions are met:

1.3.1 You are the minor's parent or legal guardian;

1.3.2 YOU ASSUME FULL FINANCIAL AND/OR ANY OTHER RESPONSIBILITY FOR ANY AND ALL MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF THE MINOR'S USE OF THE VEHICLE AND/OR ANY OF THE SERVICES;

1.3.3 You expressly guarantee, represent, and warrant that You and the minor are bound by this Agreement and all of the terms herein, and You will require the minor to comply with any requirements or restrictions related to the use or operation of the Vehicle set forth herein;

1.3.4 You expressly guarantee, represent, and warrant that You will supervise the minor at all times while the minor is using the Vehicle and ensure the minor's compliance with the terms of this Agreement;

1.3.5 You expressly guarantee, represent, and warrant that You have instructed the minor how to conduct the requisite safety check of the Vehicle prior to use;

1.3.6 You expressly guarantee, represent, and warrant that the minor is wearing a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions at all times while riding the Bike; and

1.3.7 You expressly guarantee, represent, and warrant that You have explained all applicable laws, rules, regulations, and/or ordinances to the minor, including any and all rules regarding parking and traffic laws and any and all course rules and policies.

1.4 **You are a Competent Operator.** You represent and certify that You are familiar with the operation of the Vehicle, You have received and reviewed the instructional materials provided, and You are reasonably competent and physically fit to use the Vehicle. By choosing to ride a Vehicle, You assume all responsibilities and risks for any injuries and/or medical conditions, as detailed further herein. You are responsible for determining if conditions, including any weather conditions or otherwise, make it dangerous to operate a Vehicle. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather, visibility, and Your surrounding environment.

1.5 **Only Use Vehicles Where Allowed.** You expressly agree that You will only use or allow the Vehicle to be used in areas where the Vehicles are allowed and in accordance with the Course's rules, policies, and instructions. You will not use or allow the Vehicle to be used on public roads or streets, or anywhere outside of the areas designated by Course.

1.6 **Prohibited Acts.** YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

1.6.1 Operate any Vehicle in violation of any laws, rules, regulations, and/or ordinances, including any and all Course rules pertaining to Vehicles.

1.6.2 Operate any Vehicle while under the influence of any alcohol, drugs, medication, and/or any other substance that may impair Your ability to safely operate any Vehicle.

1.6.3 Carry any other person on any Vehicle.

1.6.4 Fail to return the Vehicle in accordance with Course's instructions. If You violate this Section, We may charge You for continued rental of the Vehicle at 150% of the general rental rate, a \$30.00 per day loss of use fee, and/or replacement of the Vehicle, up to \$3,600.00, in Our sole and absolute discretion.

1.6.5 Use any cellular telephone, text messaging device, and/or any other device that may distract You from safely operating any Vehicle.

1.6.6 Operate any Vehicle without both hands on the handlebars, and in accordance with all other safety instructions.

1.6.7 Operate any Vehicle while carrying any briefcase, backpack, bag, cargo, or other item if it impedes Your ability to operate safely the Vehicle; provided that the attachment of one golf bag in the manner for which the Vehicle is designed shall be expressly allowed.

1.7 **Weight and Cargo Limits.** You must not exceed the maximum weight limit for any Vehicle (250 pounds), and You agree to only carry one golf bag on the Vehicle. You agree You will not carry people or animals anywhere on any Vehicle.

1.8 **Compliance with Laws.** You agree to become aware of and follow all laws, rules, regulations, and/or ordinances pertaining to the use, riding and/or operation of the Vehicle, including those pertaining to the Vehicle in the area where You are operating the Vehicle. YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF ANY LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WHILE USING THE VEHICLE.

1.9 **Payment of Fines, Fees, and Administrative Fees.** You agree to indemnify and hold Us harmless for any tickets, citations, fines, penalties, and/or administrative fees incurred as a result of Your use of Our Services. You agree to pay any fines, fees, penalties, impounding charges, court costs, traffic tickets, and/or any other charges incurred by You, or by Course or SMMS, that result from You parking any Vehicle improperly, or as a result of You violating any law, rule, regulation, and/or ordinance while using the Services. You authorize Us to directly bill to the credit/debit card and/or other payment method You used to rent the Vehicle.

1.10 **Vehicle is Our Exclusive Property.** You agree that the Vehicle, at all times, remains Our exclusive property. You must not dismantle, write on, or otherwise modify, repair, or deface a Vehicle, or any part of a Vehicle, in any way. You must not use a Vehicle for any advertising or other commercial purpose without Our express written permission.

1.11 **No Tampering.** You must not tamper with, attempt to gain unauthorized access to, or otherwise use the Services or the Vehicle other than as specified in this Agreement

1.12 Reporting of Damage or Crashes. You must report any accident, crash, damage, personal injury, or stolen or lost Vehicle to Course as soon as possible. YOUR AUTOMOTIVE INSURANCE POLICIES MAY NOT PROVIDE COVERAGE FOR ACCIDENTS INVOLVING OR DAMAGE TO THE VEHICLE. TO DETERMINE IF COVERAGE IS PROVIDED, YOU SHOULD CONTACT YOUR AUTOMOTIVE INSURANCE COMPANY OR AGENT.

1.13 Safety Check. Before each use of a Vehicle, You shall conduct a basic safety inspection of the Vehicle, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) good condition of the frame; (iv) sufficient battery charge power; and (iv) any sign of damage, unusual or excessive wear, or other open and obvious mechanical problem/maintenance need. You agree not to ride the Vehicle if there are any noticeable issues, and to immediately notify Course of any damage or problems.

1.14 You are Responsible for Product Damage, Vandalism. You agree to return any Vehicle to Course in the same condition in which such Vehicle was rented. You agree that You will be responsible for the cost of repairing and/or replacing any Vehicle that is returned damaged or otherwise not in the same condition in which it was rented, up to a replacement cost of \$3,600; provided, however, You will not be responsible for normal wear and tear of the Vehicle.

1.15 Usage of Electric Vehicles. You agree and acknowledge that the Vehicles require periodic charging of batteries in order to operate. You understand and agree to the following:

1.15.1 If the Vehicle runs out of charging power during a rental, You must notify Course.

1.15.2 The level of charge power remaining in the Vehicle will decrease with use of the Vehicle (over both time and distance), and that as the level of charge power decreases, the speed and other operational capabilities of the Vehicle may decrease (or cease in their entirety).

1.15.3 The level of charging power in the Vehicle at the time You initiate the rental or operation of Vehicle is not guaranteed and may vary with each rental use.

1.15.4 The rate of loss of charging power during the use of the Vehicle is not guaranteed and will vary based on the Vehicle, road conditions, weather conditions and/or other factors.

1.15.5 It is Your responsibility to check the level of charge power in the Vehicle and to ensure that it is adequate for the ride before initiating operation of the Vehicle.

1.15.6 We do not guarantee the distance and/or time that You may operate any Vehicle before it loses charging power completely. The Vehicle may run out of charging power and cease to operate at any time during Your rental of the Vehicle, including before reaching Your desired destination.

1.16 ASSUMPTION OF LIABILITY BY YOU. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY MISUSE, CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, FEES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF YOU USING ANY OF THE SERVICES.

1.17 Lost or Stolen Vehicle. A Vehicle may be deemed lost or stolen if (i) the Vehicle is not returned within 24 consecutive hours, (ii) the Vehicle's GPS unit is disabled, or (ii) other facts and circumstances that suggest to Course or SMMS in their reasonable, good faith determination that a Vehicle has been lost or stolen. You agree that the last registered user of a Vehicle shall be responsible for a lost or stolen Vehicle. If We deem a Vehicle lost or stolen, We shall have the authority to take any and all actions We deem appropriate, including (without limitation) obtaining restitution and other appropriate compensation and damages and filing a police report with local authorities. You agrees the data generated by SMMS's GPS tracking device and other data related to the Services is conclusive evidence of the period of Your use of a Vehicle. You agrees to report Vehicle disappearance or theft to Course as soon as possible.

1.18 Helmets; Safety. We recommend that all Vehicle users wear a Snell, CPSC, ANSI or ASTM approved helmet that has been properly sized, fitted and fastened according to the manufacturer's instructions. We and all other Released Persons (defined below in Section 4.1) do not represent or warrant the quality or safety characteristics of any helmet, and You agree that none of the Released Persons is liable for any injury suffered by You while using any of the Services, whether or not You are wearing a helmet at the time of injury. You assume

all risk of not wearing a helmet or other protective gear. You may need to take additional safety measures or precautions not specifically addressed in this Agreement.

1.19 Limitations on Availability of Services. We do not guarantee that any or all Services will be available at all times, and we do not represent or warrant the availability of any of the Services or the availability of any Vehicle at any time. You agree that Course may require You to return a Vehicle at any time.

1.20 Limitations on Vehicle Rental. You agree that neither SMMS nor Course is a common carrier. We provide Vehicles 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 Vehicle on their own and who have agreed to all terms and conditions of this Agreement.

2. PAYMENT AND FEES.

2.1 Fees. You may use the Vehicle on a pay per ride basis, for either a 9-hole or 18-hole rental, or as otherwise in accordance with the pricing described in the App or by Course. 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 SMMS or Course. SMMS or Course will charge You (through credit, or debit card or through another agreed payment method) the amount of the fees as described in this Agreement.

2.2 Maximum Rental Time and Charges. Maximum rental time is 5 hours. You agree that You will return the Vehicle within that time, and failure to do so will result in additional charges. If You violate this Section, We may charge You for continued rental of the Vehicle at 150% of the general rental rate, a \$30.00 per day loss of use fee, and/or replacement of the Vehicle if it is considered lost or stolen, up to \$3,600.00, in Our sole and absolute discretion. You are solely responsible for any charges related to failure to timely return any Vehicle in accordance with Course's instructions. After return of the Vehicle, You will be charged any accumulated rental charges, penalties and replacement cost. Vehicle not returned within 24 hours may be considered lost or stolen.

2.3 Valid Credit Card or Debit Card. To be registered to use the Services, You must provide MMGC with a valid credit or debit card number, expiration date and card identification number. You represent and warrant to MMGC that You are authorized to use any credit or debit card You furnish to MMGC. You authorize MMGC to charge the card for all fees incurred by You, and any additional sums for which You are obligated hereunder (failure to return, damages, etc.). If MMGC does not receive payment from Your card issuer or its agent, You agree to pay all amounts due upon demand by MMGC or its agents.

2.4 Free Trials/Promotional Offerings. We may offer promotional trial subscriptions to access the Services or rent Vehicles for free for a limited time or at special discounted prices. We reserve the right to modify or cancel free trials, promotional offerings, or discounts at any time. If You sign up for a trial use, the terms of this Agreement, including the waiver of liability and Your release of MMGC and Course hereunder, shall apply, and Your rights to use the Services are limited by the terms of such trial and will terminate or renew on the terms of the trial arrangement and/or any applicable Additional Terms.

2.5 Refund Policy. All purchase transactions made through the Services are subject to MMGC's return policy in effect at the time of purchase. Currently, MMGC's refund policy is to not offer any refunds for rentals through the Services, except in MMGC's sole and absolute discretion.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue the Owner, its members, officers, employees and agents. I also understand that this agreement binds my heirs, executors, personal representatives, attorneys-of-law, attorneys-in-fact, administrators, and assigns, as well as myself. I acknowledge that I am signing the agreement freely and voluntarily and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law. I hereby assert that my use of said Cart is voluntary and that I knowingly assume all such risks incident to using said Cart.

Signature of Renter

Date



MISSION MOUNTAIN
GOLF CLUB