

Deco Bike, LLC.  
3301 NE 1<sup>st</sup> Avenue, LPH-6  
Miami, Florida

**TERMS AND CONDITIONS, RIDERS RELEASE OF LIABILITY & ASSUMPTION OF RISK  
INDEMNITY AND HOLD HARMLESS**

**THIS IS A LEGAL AND BINDING AGREEMENT. RIDERS SHOULD READ ALL TERMS AND CONDITIONS BEFORE ENTERING INTO THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT, RIDER IS PERMITTED TO USE BIKES PROVIDED BY DECO BIKE, LLC. WITH CERTAIN USE RESTRICTIONS AS A CONDITION FOR USE OF THE BIKE. ADDITIONALLY, RIDER RELEASES AND WAIVES CERTAIN RIGHTS AND CLAIMS, AS WELL AS ACCEPTING CERTAIN RESPONSIBILITIES.**

**1. PURPOSE OF AGREEMENT**

This document constitutes the entire Agreement (“Agreement”) between the Rider (“Rider”), the individual agreeing to be bound by the terms of this document and to use and rental of a bike (“the Bike”) accordingly, and Deco Bike, LLC. (“Deco”). For purposes of this Agreement, wherever Deco is referred to below such definition shall include all of Deco’s members, managers, employees and investors.

**2. GENERAL RULES & RESTRICTION FOR BIKE USE AND RENTAL**

- 2.1 Age Restriction: Rider is and must be 18 years of age or older. Rider certifies and guarantees that he/she meets this requirement. If Rider falsifies or misrepresents, unintentionally or intentionally, Rider’s age, the Rider accepts full responsibility for any and all damages, demands, consequences, causes of action, losses, injuries, court and litigation costs, attorneys fees, penalties, fines, legal actions of any kind, judgments, expenditures of any type or nature whatsoever related to such misrepresentations, whether intentional or unintentional.
- 2.2 Helmet Warning: Failing to wear a helmet could result in serious bodily injury or death in the event of an accident or collision. As a preventive measure, Deco recommends that all Riders use a helmet at all times when operating a bicycle. It is the Rider’s sole responsibility to utilize a helmet. Rider agrees that in consideration of the use and rental of the Bike, Deco and its agents, directors, officers, shareholders, successors, assigns, subsidiaries, parent organizations and affiliates, shall not be liable or responsible for any damages or injuries caused by or relating to Rider failing to wear a properly fitted and/or fastened helmet.
- 2.3 Requirement to Inspect Bike Prior to Operating: Rider agrees to carefully inspect the Bike he/she wishes to choose and certifies and warrants that the Bike is in proper working order prior to riding the Bike, and shall, while within 15 feet of the place of rental, test the Bike’s operating components including but not limited to: the chain, brakes, pedals, lights, tires, frame and seat. This is not intended to be an extensive or exhaustive list. Rider agrees, prior to operating the Bike, that he/she will notify Deco of any and all repairs a Bike requires or reasonably appears to require. Rider is expressly prohibited from riding or operating a Bike that indicates any defect or failure to operate as a properly functioning bicycle. Rider should adjust seat height to fit their body frame prior to operating the Bike.
- 2.4 Requirement to Discontinue Use: Rider expressly agrees that he/she shall discontinue use of the Bike immediately if it, or any component of it, should become defective or malfunction while riding the Bike and during any use or operation of the Bike and Rider shall notify Deco customer service. Deco may, at

- its sole discretion, issue another Bike to Rider, pick up the Bike at issue, or provide any other related services.
- 2.5 Rider Experienced with Bicycle Operation: Rider asserts, represents and certifies that he/she is familiar with the safe and competent operation of a bicycle, and further, that he/she is physically and mentally fit to ride the Bike. Rider is solely responsible for any injury or damages resulting from improper or unsafe operation of the Bike.
- 2.6 Rider Restricted from riding or operating the Bike in adverse weather conditions: Rider agrees that he/she will not ride, operate or use a bike in any manner during adverse weather conditions, including but not limited to: tornados, hurricanes, fog, heavy rains, or lightening storms.
- 2.7 Rider Restricted from using or operating a Bike while Impaired: Rider expressly agrees that he/she shall not ride or attempt to operate a Bike if he/she is under the influence of drugs or alcohol and/or impaired with an alcohol level above what is legally permissible under state or local laws. Rider assumes all risks and liabilities resulting from any and all use or attempted use of a Bike while impaired. Operating a Bike while impaired or under the influence can cause death or serious bodily injury as well as endangering the safety of others.
- 2.8 Rider Required to Comply with all applicable local, state, and county rules, regulations, codes and laws that relate to the safe operation of a bicycle. Rider certifies he/she has familiarized himself/herself with such prior to riding or operating a Bike. Should Rider wish to further review such regulations, they can be obtained from the State of Florida, the Florida Bicycle Organization and on the internet.
- 2.9 Restrictions of Type of Use of Bike: Rider agrees not to use the Bike for racing, tricks riding, jumping, stunt riding and/or, off-road riding. Rider further agrees not to use the Bike for any commercial or hire purposes. Rider shall not ride the Bike on unpaved roads, through puddles or water, or any other uses/places prohibited by law. Rider agrees not to tow, pull, carry or push any person or object with Bike as such can create an unsafe condition.
- 2.10 Bike is and shall remain the exclusive property of Deco at all times. Rider shall not remove or modify any accessories, parts or components of the Bike as it is a criminal act to do so.
- 2.11 Rider shall not permit others to ride upon or use Bike: Rider is expressly prohibited from allowing any 3<sup>rd</sup> party to ride upon or use the Bike in any capacity whatsoever, as the Bike is the exclusive property of Deco. Rider is prohibited from allowing anyone else upon any part of the Bike at all times.
- 2.12 Restricted use of Front Basket: Rider agrees that he/she will not use the basket for any purpose other than carrying small and light items while riding the Bike. Rider acknowledges the basket is for light items only and that he/she should not overfill the basket with too many items or heavy items as it can cause an unsafe condition and may impair the balance, steering and/or stability of the Bike which can result in injury to Rider. Deco is not responsible for damage or loss to any items being transported or carried in the Bike basket and Rider is solely responsible for such items at all times.
- 2.13 Rider required to report accidents or incidences of theft, loss and damage to Police: Rider must contact Deco and local Police immediately in the event of theft of the Bike or an accident that occurred during Rider's use of Bike resulting in bodily injury. A police report should be obtained in any of these events and provided to Deco upon request within 5 business days of the incident as provided below.
- 2.14 Requirement to Report Accidents to Deco: Rider shall report any accidents and/or incidents to Deco within five (5) business days. Such report shall be made in writing and contain the facts surrounding the incident and contact information for witnesses and anyone else involved in the accident/incident.

- 2.15 Rider's liability in the event of theft or loss of Bike: Rider shall be liable and responsible for any costs, claims, judgments, demands, damages, injuries, expenses, penalties, expenditures of any nature, causes of action, losses, attorneys fees and court costs of any kind relating to a stolen, lost or damaged Bike.
  - 2.16 Rider Responsibility for Damage to Bike: Rider expressly agrees to return the Bike to Deco in the same condition as when received. Rider is liable for any and all damages resulting from improper use or abuse of the Bike and the cost of such damages shall become due and payable at standard labor and parts rates upon invoicing by Deco to Rider. If Bike is permanently damaged and must be removed from circulation, Rider shall be responsible for furnishing Deco with the replacement cost of the Bike, due and payable upon invoicing by Deco to Rider. Email, express courier and USPS are all acceptable methods to deliver such invoices from Deco. Rider is restricted from renting a bike that has visible defects or damage that may interfere with the safe operation of the Bike.
  - 2.17 Requirement to Secure Bike at All Times: Rider agrees to maintain the Bike in a secure manner at all times. Bikes may or may not be equipped with onboard cable, chain or wire locks. Under any and all circumstances, Deco is not responsible for any lost, stolen, destroyed or damaged Bikes regardless of whether locks are utilized and/or properly functioning. Rider expressly agrees that he/she shall pay for any damages to the Bike caused by Rider or anyone else during Rider's rental or use period of the Bike. Any required repairs will be performed and billed at normal labor rates and parts/materials costs. Should a Bike be damaged to the point that it is no longer functioning properly or safe to operate, Rider agrees to pay Deco the full replacement value of the Bike.
  - 2.18 Requirement to acknowledge that No Insurance is Provided under this Agreement: Rider expressly acknowledges and agrees that Deco does not provide insurance of any kind including but not limited to: property damage, liability, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever.
  - 2.19 Rider agrees to conditions regarding payment for unreturned, damaged, lost or stolen Bike: Riders agrees that if the Bike is not returned to the designated Deco location within 24 hours at the end of the Rider's designated Rental Period, or the Bike is otherwise damaged beyond repair, lost or stolen, Deco will charge Rider a \$550 fee which will be charged directly to the credit card that Rider used to rent the Bike or in a subsequent invoice to Rider, payable upon receipt.
  - 2.20 Rider Responsibility for Acts of Destruction; Recovery of Costs; Prosecution; Rider agrees that any willful or negligent act of destruction of the Bike and/or Deco property will result in prosecution to the fullest extent of the law and Deco will seek the recovery of all costs and administration charges from Rider, including attorneys fees and costs.
  - 2.21 Rider responsibility for Tickets, Fees and Fines: Rider agrees that he/she is solely responsible and will not hold Deco and/or Deco Parties liable for any moving violation, fines, and/or illegal activities incurred by Rider while using, riding and/or operating the Bike. Rider agrees to pay Deco on demand all fines, and court costs, including administrative fees for parking, bus lane, traffic or other legal and/or moving violations assessed against the Bike, the Rider or Deco during the rental or use of the Bike by Rider. Rider agrees to pay Deco for any costs, expenses and/or attorneys fees for processing, pursuing and/or defending any such claims.
3. Waiver and/or Limitation of Liability
    - 3.1 For and in consideration of rental and use of Bike, Rider expressly forever releases and relinquishes and discharges Deco and/or Deco's parties from any and all claims and/or liability, causes of action and/or damages including but not limited to personal injury, wrongful death, property damage, injury to others

and/or third parties which arise from or related directly or indirectly to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the Deco Bike rental program or the Deco website, including any and all claims, liability, causes of action and/or damages related to the sole or partial negligence of Deco and/or the negligence of others. By this Agreement any such claims, rights and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider (and guardian(s), if applicable) does (do) so on behalf of Rider's heirs, executors, administrators and assigns.

3.2 Rider expressly agrees to release and hold harmless Deco and/or Deco Parties from all liability for any such property damage or loss, personal injury or loss of life, whether caused by the sole or partial negligence of Deco 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. Rider voluntarily agrees, understands and acknowledges that Rider will have no right to make a claim or file a lawsuit against Deco and/or any of Deco's parties arising out of this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the Deco bike rental program and/or the Deco website, in consideration for renting, using and/or operating the Bike.

#### 4. Assumption of Risks and Acceptance of Responsibility

4.1 Rider expressly acknowledges and accepts that Rider rides at his/her own Risk. Rider accepts the Bike for use, exercising his/her own free choice to participate voluntarily in this activity. Rider promises and agrees to take due care during such rental, use, participation and/or operation of the Bike. Rider understands that bicycling may be a hazardous activity. Rider acknowledges, understands and assumes all risk relating to the rental, maintenance, design, use and/or operation of the Bike and understands that bicycling involves risk to the Rider and others including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that Rider has full knowledge of said risks and dangers. Rider understands that bicycling protective gear such as helmets and gloves are not provided but are recommended. Rider expressly understands that such gear, even when used, does not eliminate the risk of injury in the event of an accident.

4.2 Rider acknowledges that there may be risks and dangers not known to Rider or not reasonably foreseeable at this time related to bicycling, maintenance, design, rental, use and/or operation of the Bike, and Rider assumes responsibility for any and all such risks and dangers. Rider acknowledges and understands that risks and dangers related to the rental, maintenance, design, use and/or operation of the Bike may be caused by the negligence of the Riders or others including Deco and Deco's Parties. Rider assumes responsibility for all such risks and dangers.

4.3 Rider freely and expressly assumes and accepts any risks and all injuries to the Rider, Rider's personal property, and any others injured or damaged as a result of the rental, maintenance, design, use and/or operation of the Bike. Rider acknowledges, understands and agrees that all of the risk and dangers related to the rental, maintenance, design use and/or operation of the Bike, including those caused by the negligence of others, are included within the waiver, release and relinquishment of liability contained in this Agreement.

5. Arbitration. Rider expressly agrees that Deco, at its sole discretion, may submit any disputes whatsoever arising out of, resulting from, and/or relating to this Agreement including but not limited to the rental, use and/or operation of the Bike, the Deco program, and/or the Deco website, to final and binding arbitration under the Rules of the American Arbitration Association, by one or more arbitrators appointed in accordance with the said rules. Notwithstanding these rules, however, such proceeding shall be held in the County

of Miami Dade by the laws of the State of Florida. All arbitration proceedings will be conducted in the English language. Any award in an arbitration initiated under this clause shall be limited to monetary damages and shall include no injunction or direction to any part other than the direction to pay a monetary amount. Further, the arbitrators shall have no authority to award punitive, consequential or other damages not measured by the prevailing party's actual damages in any arbitration initiated under this section, except as may be required by statute.

6. **No Warranty.** Deco provides no warranties, express or implied. There is no warranty of merchantability or fitness for a particular purpose, and the Bike and Deco equipment is accepted "As Is".
7. **Indemnification.** In consideration for the use of the Bike, Rider expressly agrees to indemnify, defend, protect and hold harmless Deco and Deco's Parties against any and all claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorneys fees, judgments, suits, including claims brought by a third party, or disbursements of any kind of nature whatsoever related to, resulting from, regarding or referencing this Agreement, the rental, maintenance, design, and use and/or operation of the Bike, the Deco program and/or the Deco website, even where caused in whole or in part by Deco's negligence, and/or the negligence of others, whether presently known or unknown.
8. **Jurisdiction & Governing Law for All Proceedings.** Rider expressly agrees that in the event of any proceeding, dispute, claim or controversy arising out of, resulting from and/or relating to this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the Deco program and/or the Deco website shall be construed in accordance with and governed in all respects by the laws of the State of Florida. Rider expressly agrees to submit to the exclusive jurisdiction of the State of Florida courts. Deco may assign its rights and duties under this Agreement to any party at any time without notice to Rider.
9. **No Waiver.** Deco's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by Deco shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.
10. **Termination of Agreement.** Deco may terminate this Agreement at any time, without cause, legal process, or notice to the Rider. Rider waives all claims, causes of actions, expenses, and/or damages connected and/or related to any such termination.
11. **Severability.** Each provision of this Agreement, including any exclusions or limitations of liability, shall be construed separately, applying and surviving even if for any provision in this Agreement is held to be inapplicable or unenforceable under any circumstances.
12. **Entire Agreement: Complete Agreement and Changes to the Terms & Conditions.** This Agreement constitutes the final and entire Agreement between Deco and Rider. This Agreement represents the entire understanding between Deco and Rider and prevails over any prior or contemporaneous, conflicting or additional, communications, unless Deco revises or modifies this Agreement. Deco shall have the right to revise, change and modify the terms and conditions contained in this Agreement at any time without prior written notification by posting the revised Agreement on the Deco website. Riders shall be solely responsible for reviewing and becoming familiar with any modification to this Agreement. Use and/or operation of the Bike by Rider following any modifications to this Agreement constitutes Rider's acceptance of the terms and conditions as modified.

13. Acceptance of Agreement and Terms and Conditions by Rider. Rider expressly acknowledges that he or she has carefully read the entire Agreement, including the terms and conditions, and understands this Agreement, including but not limited to the Waiver of Liability, Assumption of Risk and Indemnification Provisions, fully, and expressly agrees to be bound by this Agreement. After careful deliberation, Rider voluntarily gives his or her consent and expressly agrees to all the conditions included in this Agreement as set forth above.

RIDER HAS READ, UNDERSTANDS AND EXPRESSLY AGREES TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS.

\_\_\_\_\_  
Rider Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Print Rider Name

\_\_\_\_\_  
Date of Birth

\_\_\_\_\_  
Address / City / State / Zip