

## WAIVER AND RELEASE AGREEMENT

### SCOOT THROUGH MAINE LLC

This Waiver and Release Agreement is made by and between SCOOT THROUGH MAINE LLC (herein after referred to as the “Company”) and \_\_\_\_\_ (“Customer”) in return for the use of the property and services of the Company, the Customer, hereby expressly agrees to the following:

1. The Customer expressly acknowledges, understands, and agrees that the rental of an electric scooter from the Company involves inherent risk, including the risk of serious injury and/or death and/or property damage, and that many factors cause unpredictable conditions and circumstances.
2. The Customer attests that he or she does not have any physical condition or limitation that would prevent him or her from operating an electric scooter. It is the responsibility of the Customer to carry full and complete insurance coverage on his or her personal property, and him or herself.
3. The Customer agrees to assume full responsibility for any and risk involved in or arising from the Customer’s use of an electric scooter rented from the Company, including, without limitation but not limited to, the risk of death, bodily injury, personal injury, property damage, falls, collisions, fire or explosion, or the negligence of the Company or any agents, servants, or employees thereof or of another person, or any other harm, damage, or injury.
4. The customer is not financially responsible for stolen scooter if they can produce the its key.
5. The Customer agrees to hold the Company and all of its and their successors, assigns, subsidiaries, franchises, affiliates, officers, directors, employees, and agents completely harmless and not liable and hereby release, waive, and discharge them from all liability whatsoever and agrees not to sue them on account of or in connection with any claims, causes of action, injuries, damages, cost or expenses arising out of the Customer’s use of Company property, whether caused by the negligence of the Company, including consequential damages.
6. The Customer agrees to waive the protection afforded by any statute of law in any jurisdiction whose purpose, substance and/or effect is to provide that a general release shall not extend to claims, material or otherwise, which the release does not know or suspect to exist at the time of executing the release.
7. The Customer agrees to indemnify, and defend the Company against, and hold it and its owners harmless from any and all claims, causes of action, loss and liability, damages, judgments, settlements, cost or expenses, including attorneys’ fees, which in any way arise from the Customer’s use of property owned or used by the Company, including any negligence on the part of the Company.
8. The Customer agrees to abide by all of the Company’s rules and regulations.
9. The Customer agrees, consents, and authorizes the Company and its agents and assigns to use for

commercial, artistic, or promotional purposes any and all photographs and film footage, or any derivative work therefrom, in any media, taken of the Customer while the Customer was using a scooter rented from the Company.

10. This **Waiver and Release Agreement** is made and entered into in the State of Maine and shall be enforced and interpreted under the laws of this State. Should any clause be in conflict with State law, then that clause shall not affect the validity of any other clause. When the Company and the Customer sign this **Waiver and Release Agreement**, it will then be binding on both parties, subject to the above terms and conditions.

11. Paper or Electronic Acceptance. This Agreement may be accepted and entered into either by paper signature of the Client or by electronic acceptance of the terms of this Agreement, which acceptance shall constitute an electronic record of the Agreement between the parties. The undersigned has read and voluntarily signs / electronically accepts (click on "I accept") this **Waiver and Release Agreement**, and further agrees that no oral representations, statements, or inducements apart from the foregoing written agreement have been made.

DATED:

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SCOOT THROUGH MAINE LLC:

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(Duly Authorized Agent)

DATED:

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CUSTOMER:

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(Customer's signature)