

## BICYCLE RENTAL AGREEMENT, LIABILITY WAIVER, AND RELEASE

Welcome to Geaux Bikes! We hope you love participating in our program. Please take a moment - this document contains important information that you need to consider before agreeing to participate.

BEFORE YOU CLICK “ACCEPT”, PLEASE READ THIS DOCUMENT CAREFULLY. THIS DOCUMENT HAS LEGAL CONSEQUENCES AND WILL AFFECT YOUR LEGAL RIGHTS AND WILL LIMIT OR ELIMINATE YOUR ABILITY TO BRING FUTURE LEGAL ACTIONS.

These terms and conditions are a legal agreement between you (“Member”, “Rider”, “You”, or “Your”), Geaux Bikes USA, LLC with offices at 4855 Maristone Landing Way, Cumming, GA 30040. (“Our”, “We”, or “Us”), establishing terms and conditions under which You will submit information to, rent bicycle(s) from, and participate in a bicycle sharing program operated by Us.

- **General; Service; Rental Not Purchase; Adult Agreement Required.** We offer a service comprised of an automated self-serve bicycle rental system, bicycles, and related equipment, personnel, and information (collectively, the “Program” or “Service”). The Service includes maintenance of Our bicycles (individually or collectively, the “Bicycle”, “Bicycles”, or “Bicycle(s)”) and hub station(s) (“Station(s)”) where the Bicycles are docked at a designated rack (“Rack”) using a Bluetooth controlled lock (“Lock”). In consideration of Your use of the Service, We require that You agree to all the terms and conditions in this Bicycle Rental Agreement (the “Bicycle Rental Agreement” or this “Agreement”). You agree and acknowledge that You are renting the Bicycle(s) and that ownership of the Bicycle(s) remains with Us at all times. A valid credit or debit card is required to rent a Bicycle. The Bicycle(s) may be rented by and used by individuals at least 18 years of age only. If Member falsifies or misrepresents Member’s age, Member and his/her legal guardian accept full responsibility for all Claims (as defined below) related to such misrepresentation.
- **Modifications to Agreement.** We reserve the right to unilaterally amend, modify, or change this Bicycle Rental Agreement (each a “Modification”), at any time and from time to time, in Our sole discretion, without Your consent. Whenever a Modification is made to this Bicycle Rental Agreement, We will post a notification of such Modification on [www.GeauxBikeShare.com](http://www.GeauxBikeShare.com) (the “Website”). By continuing to use the Service after any Modification, You agree to be bound by such Modification. You must carefully review this Agreement on the Website from time to time in order to maintain awareness of all Modifications.
- **Rental Fees; Return of Bicycles; Credit Card Authorizations.** We agree to rent to You, and You agree to rent from Us, the Bicycle(s) through the Service subject to the terms and conditions of this Bicycle Rental Agreement and in accordance with the rates set forth on the Website, which are subject to applicable sales taxes and other local government charges and which may be modified from time to time at Our sole discretion. You understand and agree that the purpose of the Service is to provide short-term access to Bicycles and that Your use of any one Bicycle in the Service should be limited to a period of 12 hours. Any Bicycle(s) not returned within 24 hours will be deemed stolen or lost. However, if Geaux Bikes determines the bike is stolen by another user or nonuser, unrelated to You, further investigation will ensue. You assume full responsibility for care of the Bicycle(s) during the period of time You rent the Bicycle(s) (“Rental Period”). If the Bicycle(s) is damaged, stolen, or lost during the Rental Period, You shall immediately return any such damaged Bicycle(s) and/or report any such stolen or lost Bicycle to Us. You shall compensate Us if the Bicycle(s) is damaged (excluding damage from normal wear and tear), stolen, or lost during the Rental Period. Amounts due for a damaged, stolen, or lost Bicycle(s) will be charged to the credit or debit card associated with Your account up to a maximum of \$2,500 per Bicycle. If the Bicycle(s) is damaged, You will be charged the cost to repair damages, as determined by Us and our affiliates in our sole discretion, when the damages are reported to or discovered by Us. If the Bicycle(s) is stolen or lost, You will be charged

up to an amount of \$2,500 when the theft or loss is reported to or discovered by Us. You hereby authorize Us to charge Your credit or debit card for all fees incurred by You as well as such amounts due in connection with any damaged, stolen, or lost Bicycle. If You dispute any charge on Your account, then You must contact Us within ten (10) days of Your receipt of Your statement containing the disputed charge.

- Our Commitments to You; Availability of Service; State of Good Repair. (a) No Warranty. The Bicycle is rented to You AS IS and all Services are provided AS AVAILABLE without any warranty, express or implied, including warranties of merchantability or fitness for any particular purpose. We and Our partners (including Republic Bike Inc.) are not responsible for any damage caused by the Bicycle(s), including to clothing or other personal items. (b) Availability of Service. We will make every effort to provide the Service, but We do not guarantee that the Service will be available at all times, as use of the Bicycles by other members of the Program, repairs, force majeure events, or other circumstances might prevent Us from providing the Service. Access to Bicycles is conditioned upon the availability of Bicycles. We do not guarantee, represent, or warrant the availability of the Service or the availability of any Bicycle. We may suspend all or part of the Service, may relocate Stations, reduce the number of Bicycles available for rent, and otherwise operate the Program in our sole discretion. Members should use BLOOM mobile application (“Mobile Application”) to check the availability of Bicycles. You agree that We may require You to return a Bicycle at any time and that You shall comply with any such requirement. (c) State of Good Repair. We will make every effort to provide Bicycles that are usable and in a state of general good repair. Before using a Bicycle, You shall inspect such Bicycle for defects and report to Us any such defect. You must report defects to via the Mobile Application. If You notice a Bicycle with a defect, You must use a different Bicycle.

- Your Commitments to Us; Miscellaneous Requirements. (a) Use of the Bicycle(s). You agree to treat the Bicycle(s) with great care. You are responsible for loss or damage to the Bicycle(s) rented by You due to theft, mysterious disappearance, or any other cause, other than ordinary wear and tear. (b) Rental of Multiple Bicycles. Members may only rent one Bicycle at a time. (c) Locking the Bicycle(s). If You leave a Bicycle unattended at any time for any reason, You are responsible for activating the Bicycle’s luetooth lock using the Mobile Application to protect against theft of the Bicycle. You hereby agree to ensure that when a Bicycle is not in use the Lock is at all times activated by using the “Pause” function in the Mobile Application. (d) Returning the Bicycle(s). Upon the end of the Rental Period, You agree to return the Bicycle to one of the Stations locations listed on the Mobile Application and to secure the Bicycle to the designated Rack. In the event the Bicycle(s) is/are not returned to a designated Station rack as indicated in the Mobile Application at the conclusion of a ride, an additional Re-Docking Fee of \$25 will apply and You agree to lock the Bicycle(s) as specified above. In the event the Bicycle(s) is/are not returned within the approved geo-fenced area as shown in the Mobile Application at the conclusion of a ride, an additional Relocation Fee of \$50 will apply. You agree to refer to the Website for further requirements for returning the Bicycle(s) and to comply with any and all such requirements and instructions. (d) Collections. All amounts due and payable to Us will be charged to Your credit or debit card. In the event that the credit card charges are not paid to Us, other collection procedures will be employed. You agree to pay all of Our costs of collection, including without limitation reasonable attorneys’ fees, if You do not pay amounts owed hereunder when due. (e) Required Information. You shall provide us with Your name, address, phone number, email, and payment information, as well as other information as may be required. BLOOM’s Privacy Policy is available on its Mobile Application and here: <http://bloom.bike/privacy.htm>. BY USING THE SERVICES, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THIS PRIVACY POLICY AND YOU HEREBY CONSENT TO THE USE OF YOUR INFORMATION AS DESCRIBED IN THIS PRIVACY POLICY. IF YOU DO NOT AGREE WITH THIS PRIVACY POLICY, YOU CANNOT USE THE SERVICES. (f) Use of Website and Mobile Applications. The Terms of Service governing access to and use of the Mobile Application is available here: <https://play.google.com/about/play-terms/index.html> (Google Play users) and <https://www.apple.com/legal/macapps/stdeula/> (Apple App Store users) BY USING THE MOBILE

APPLICATION, YOU AGREE TO THE PRACTICES AND POLICIES OUTLINED IN THE TERMS OF SERVICE. IF YOU DO NOT AGREE WITH THE TERMS OF SERVICE, YOU CANNOT USE THE MOBILE APPLICATION. (i) Not a Common Carrier. You agree that We are not a common carrier. Alternative means of public and private transportation are available to the general public and to You individually, including public buses and light rail service, taxis, and pedestrian paths. We provide Bicycles only as a convenience, and the Service is intended for those persons who are able and qualified to operate a Bicycle on their own and who have agreed to all terms and conditions of this Agreement. (j) Restricted Uses. You shall not do any of the following acts (“Restricted Uses”): • Use any Bicycle if You are younger than 18 years of age • Use any Bicycle if You have any existing physical or mental condition that would prohibit You from safely operating the Bicycle. • Operate a Bicycle while carrying any item that impedes Your ability to safely operate the Bicycle. • Operate a Bicycle while under the influence of alcohol, drugs, or any other substance that impairs Your ability to safely operate the Bicycle. • Use any cell phone or mobile electronic device for any use that distracts You from the safe operation of the Bicycle, including but not limited to phone calls, text messages, or music. • Allow any other person to use the Bicycle or allow more than one person to be carried on the Bicycle. • Overfill the Bicycle basket or place objects weighing in total more than five (5) pounds in the Bicycle basket. • Violate any applicable federal, state, or local law. • Operate or use a Bicycle in any manner during adverse weather conditions, including but not limited to hail, dust storms, fog, heavy rains, or lightning storms. • Ride or operate a Bicycle that has any defect, fails to operate as a properly functioning bicycle, or that is in need of repair. • Use the Bicycle if it, or any component of it, appears to become defective or malfunctions. • Use the Bicycle for racing, tricks, jumping, stunt riding, and/or off-road riding. • Use the Bicycle for any commercial purposes. • Tow, pull, carry, or push any person or object with a Bicycle. • Remove, dismantle, write on, deface, misuse, or modify any accessories, parts, or components of any Bicycle.

- **Media Release.** We reserve the right to photograph and record You using the Bicycle(s). You hereby give Us the right to use Your image and likeness (including caricature), and any reproduction or simulation thereof, in any media now known or hereafter developed, both during and after the term of this Agreement, for whatever the purposes We deem necessary or desirable. You hereby waive any right to royalties or other compensation arising from or related to any such use by Us or related entities.

- **ASSUMPTION OF RISK, RELEASE AND WAIVER OF LIABILITY, AND INDEMNITY.** In consideration for your participation in the Program and Your use of any of the Services, and regardless of whether you have Your own account or are an additional rider on another individual’s account, You hereby freely and voluntarily acknowledge and/or take action for yourself, and on behalf of Your spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executor, administrators, successors and assigns, or anyone else who might claim or sue on Your behalf, as follows:

- a. **YOU HEREBY ACKNOWLEDGE AND ASSUME ALL RISKS OF PARTICIPATING IN THIS PROGRAM.** You acknowledge that bicycling is inherently dangerous and carries with it the potential for serious bodily injury, permanent disability, paralysis and death, and property damage and loss. You acknowledge and agree that it is Your responsibility to determine whether You are sufficiently fit and healthy enough to safely participate in the Program, which You elect voluntarily. You have no physical or medical condition that would endanger You or others if You participate in the program, or would interfere with Your ability to safely participate. You also certify that You have not been advised against participation in the Program by any health professional. You understand and acknowledge that there may be heavy vehicle and pedestrian traffic. You assume all other risks associated with participation in the Program including without limitation: falls; dangers of collision with vehicles, pedestrians, and fixed objects; dangers arising from surface hazards, equipment design failure, and inadequate safety equipment; hazards posed by vehicles, pedestrians, and other cyclists; and weather conditions. You further acknowledge that these risks include risks that may be the result of the failure and/or design of equipment supplied by, or the negligent acts,

omissions and/or carelessness of, the Released Parties. You understand that You will be participating in the Program at Your own risk, that You are responsible for the risks of participation in the Program, and that Your participation in the Program is fully voluntary.

b. You have been advised to wear a protective helmet while participating in the Program. You understand and acknowledge the increased risk for personal injury, permanent disability, paralysis and death due to not wearing a protective helmet. You assume responsibility for any injury, loss, or damage associated with Your choosing not to wear a protective helmet; further, because helmets do not protect against all head injuries, and do not protect against other injuries, You assume responsibility for any injury, loss, or damages associated with Your participation in the Program even if You choose to wear a protective helmet. You will also agree to follow the “Rules of the Road”: follow and obey all laws, obey traffic signals and stop signs, ride with traffic, make Your intentions clear to motorists and other road users, ride in a straight line and do not swerve, signal turns, and check before turning or changing lanes.

c. You understand and acknowledge the dangers associated with the consumption of alcohol and/or drugs while riding a bike and You recognize that consumption of alcohol and/or drugs might impair Your judgment and motor skills. You assume responsibility for any injury, loss, or damage associated with Your consumption of alcohol and/or drugs.

d. YOU WAIVE, RELEASE, AND FOREVER DISCHARGE Geaux Bikes, LLC, Republic Bike, Inc., the Program’s sponsors, organizers, promoters, staff, advertisers, volunteers, property owners, administrators, contractors, any and all other vendors and all other individuals or entities involved with the Program, and all state, city, town, county, and other governmental bodies and/or municipal agencies whose property and/or personnel are used and/or in any way assist in locations in which the Program take place (specifically including Forsyth County, Georgia), and each of their respective parent, subsidiary and affiliated companies, officers, directors, partners, board members, shareholders, attorneys, insurers, agents, employees, volunteers, and other participants and representatives, (individually and collectively, the “Released Parties”) from any and all claims, liabilities of every kind, demands, damages (including without limitation, direct, indirect, incidental, consequential and punitive), losses and causes of action (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent), of any kind or nature (including without limitation, those based in contract, tort, statutory, or other grounds, which You have or may have in the future, including court costs, attorneys’ fees and litigation expenses (individually and collectively, the “Claims”) that may arise out of, or result from, Your participation in the Program, including Your death, personal injury, partial or permanent disability, negligence, property damage and damages of any kind, property theft, and Claims relating to the provision of first aid, medical care, medical treatment, or medical decisions and any claims for medical or hospital expenses, EVEN IF SUCH CLAIMS ARE CAUSED BY THE NEGLIGENT ACTS, OMISSIONS, OR THE CARELESSNESS OF THE RELEASED PARTIES AND EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. Any such release is intended to be a complete and general release of all Claims. The Released Parties may plead such releases as a complete and sufficient defense to any Claim, as intended third party beneficiaries of such releases.

e. YOU FURTHER COVENANT AND AGREE NOT TO SUE any of the Released Parties for any of the Claims that You have waived, released, or discharged herein. YOU AGREE TO INDEMNIFY, DEFEND, AND HOLD HARMLESS the Released Parties from any and all expenses incurred, Claims made by You or third parties, for liabilities assessed against the Released Parties, including but not limited to court costs, attorneys’ fees, and litigation expenses, arising out of or resulting from, directly or indirectly, in whole or in part, Your breach or failure to abide by any part

of this Waiver, by Your breach or failure to abide by the rules of the Program and/or Your actions or inactions which cause injury or damage to any other person, understanding that any defense of Forsyth County, Georgia, will be controlled and determined by the County, but all court costs, attorneys' fees, and litigation expenses that arise out of such defense will be indemnified by You.

f. You understand that the Program does not provide insurance coverage for injuries incurred during the Program. You agree to be responsible and assume liability for any and all costs incurred as a result of participation in the Program, including without limitation ambulance transport services, hospital stays, medical treatment, except for care and treatment covered by Your insurance. You agree to indemnify and hold harmless the Released Parties from all liability for such costs.

g. You understand that We reserve the right, at Our sole and complete discretion, to deny Your participation in the Program.

h. FOR THE AVOIDANCE OF DOUBT, YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT WE AND ALL OTHER RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM THAT ARISES OUT OF OR RELATES TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY SERVICE, BICYCLE, OR RELATED INFORMATION, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAW, (D) ANY MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, OR (E) YOUR FAILURE TO WEAR A BICYCLE HELMET WHILE PARTICIPATING IN THE PROGRAM. YOU DO HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT, STATUTORY, OR OTHER GROUNDS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. TO THE MAXIMUM EXTENT PERMITTED BY LAW, IN NO EVENT SHALL WE OR ANY RELEASED PARTY BE LIABLE FOR ANY INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM PARTICIPATION IN THE PROGRAM OR THE USE OF, OR INABILITY TO USE, THE SERVICES. IF WE, OR ANY RELEASED PARTY, ARE FOUND TO BE LIABLE, SUCH LIABILITY SHALL BE LIMITED TO THE GREATER OF (A) THE TOTAL FEES PAID HEREUNDER OR (B) ONE HUNDRED US DOLLARS (\$100).

- **Term and Termination.** We may unilaterally terminate Your right to use the Service, in Our sole discretion and without any notice or cause. You may terminate Your use of the Services at any time; provided, however, that (i) no refund will be provided by Us and (ii) You may still be charged any applicable additional fees arising under this Agreement. Sections 3, 4, 5, 6, 7, 8, and 9 shall survive any termination or expiration of this Agreement.

- **Miscellaneous.** The Bicycle Rental Agreement constitutes the entire agreement between Member and Us with respect to the subject matter hereof and is the final, complete, and exclusive statement of the terms of the Agreement, superseding all prior written and oral agreements, understandings, representations, and undertakings with respect to the subject matter hereof. The waiver of any term or condition or any breach thereof shall not affect any other term of condition of this Agreement. This Agreement shall be governed by and construed in accordance with the laws of the State of Georgia. Any action, suit, or other legal proceeding which is commenced to resolve any matter arising under or relating to any provision of this Agreement shall be commenced only in a court of the State of Georgia. Termination of this Agreement or your right to use the Service will not relieve You of any payment obligations hereunder. If any provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of any authority having jurisdiction over this Agreement, the validity of the remaining portions or provisions hereof shall remain in

full force and effect. We shall not be liable for failure to perform any of Our obligations hereunder for reasons that are beyond Our reasonable control, including, without limitation, fire, flood, earthquake, natural disaster, interruptions in supply, war, embargo, riots, or acts of terrorism. YOU HEREBY AFFIRM THAT YOU ARE AT LEAST 18 YEARS OF AGE; YOU HAVE THE LEGAL AND MENTAL CAPACITY TO ENTER INTO THIS AGREEMENT; AND YOU HAVE READ AND AGREED TO THIS AGREEMENT, FULLY UNDERSTAND ITS CONTENT, AND INTENTIONALLY AND VOLUNTARILY ACCEPT ITS TERMS.