

RULES OF SERVICE

At the start of every rental period your bike(s) will be delivered to your work place, home, dorm, or apartment as long as the delivery location is in our coverage area. Here is how a monthly rental works.

Bikes that feature advertising and bikes that do not feature advertising bikes are rented on a month (30 day) to month basis. Your card will automatically be charged every 30 days until the bike is returned. More detail is below.

MyBike will perform free limited maintenance at your delivery address once a month. If a repair issue cannot be fixed on location, then the bike will be brought to MyBike's repair shop and delivered back to the customer free of charge.

At the end of the rental term your bike must be returned to MyBike.

Stolen Bike and Stolen Parts

If a bike or parts are lost or stolen during the rental period the renter is responsible to pay MyBike. The renters card on file is charged a flat fee of:

Bike:\$149.99,Wheel or Seat: \$29.99, Light: \$10, Seat Cover: \$25, Lock or Lock Key: \$25

Regardless of how long the bike was rented.

Bike Pick Up and Drop Off

Once MyBike receives your application we will send you a confirmation that details where and when your bike will be delivered or can be picked up. The confirmation will also tell you when and how much you will be billed every 30 days. Bikes must be returned in good condition (**no rust, no broken parts, no missing parts**) or else the renter will face additional charges. A list of fees is below.

Maintenance

During the rental term MyBike will provide free limited maintenance on your bike once a month. Maintenance does not include: flat tire repair, replacing lost/broken/stolen accessories, rusted bike parts, damaged bike frames, or damaged wheels To schedule a repair request, call 888-738-1731 or email us at fix@mybikeonline.com. We will arrange a day/time to repair your bike. If the bike requires additional maintenance during the rental period, MyBike will repair bike at discounted costs.

Payment

The renter pays the specified amount per month (every 30 days) until the bike is returned. MyBike accepts American Express, Visa, and Master Card.

Fees

In the event that a bike is returned to MyBike and the bike is not in the same condition it was given to the renter, the following fees may be assessed and charged to the renters' credit card on file. If the card has insufficient funds, then MyBike will do everything in its power to collect the outstanding debt.

- Bent wheel- \$25
- Rusted brake cables- \$15
- Rusted shifter cables- \$15
- Rusted Derailleur- \$35 (each)
- Rusted chain- \$10

BICYCLE RENTAL RELEASE OF LIABILITY

I, the undersigned, on my behalf and on behalf of my heirs, personal representatives, successors and assigns (collectively "Heirs and Assigns"), in consideration of the rental of a bicycle

from and/or the permission to ride a bicycle (the "Bicycle") owned by MyBike, Inc. (the "Rental Operator"), state that I have read and understand and hereby expressly accept and agree to the following:

I understand that the risks of biking are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; problems loading, unloading or riding the bicycle; encountering trees, limbs, brush, rocks, structures, traffic, ropes, barriers, and/or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; negligence of other riders, persons, or vehicles; and/or negligent actions of Rental Operator, its respective affiliates, subsidiaries, officers, directors, employees, dealers, distributors and agents (the "Released Parties").

I have made no misrepresentations to the Released Parties in any regard, including, but not limited to, my height, weight, age, or abilities.

I have a helmet or one has been provided to me and I will wear a helmet at all times. I understand that wearing a helmet may decrease the risk of head injury.

I am physically and mentally able to ride the bicycle, I am familiar with bicycle riding and its physical and mental requirements and risks involved, and I am able to handle the hazards of traffic and weather conditions associated with bicycle riding.

I will assume responsibility for the condition of the bicycle and all other biking equipment (the "Equipment") and I fully understand how to use the Equipment. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment.

I RELEASE AND DISCHARGE the Released Parties from ANY AND ALL CLAIMS, DEMANDS, RIGHTS AND CAUSES OF ACTION ("Claims") OF ANY KIND WHATSOEVER WHICH I OR ANY OF MY HEIRS AND ASSIGNS NOW HAVE OR LATER MAY HAVE AGAINST ANY RELEASED PARTY RESULTING FROM OR ARISING OUT OF MY RENTAL OR ANY USE BY ANY PERSON OF THE BICYCLE, REGARDLESS OF WHETHER SUCH CLAIMS RELATE TO THE DESIGN, MANUFACTURE, REPAIR, OPERATION OR MAINTENANCE OF THE BICYCLE OR THE CONDITIONS UNDER WHICH THE BICYCLE IS USED.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN MY RENTAL, INCLUDING THE RISK OF THE RELEASED PARTY'S NEGLIGENCE.

I acknowledge and understand that this Release EXTENDS TO AND RELEASES AND DISCHARGES ANY AND ALL CLAIMS I or any of my Heirs and Assigns have or may have against the Released Parties arising out of my rental or any use by any person of the Bicycle, including without limitation all such Claims resulting from the NEGLIGENCE of any Released Party or arising from STRICT PRODUCT LIABILITY or resulting from any BREACH

OF ANY EXPRESS OR IMPLIED WARRANTY by any Released Party, and regardless of whether such Claims now exist or hereafter arise or are known or unknown, contingent or absolute, liquidated or unliquidated or

foreseen or unforeseen or arise by operation of law or otherwise.

I acknowledge and understand that by signing this Release I and my Heirs and Assigns AGREE NOT TO SUE any or all of the Released Parties for any

injury or death to myself, my property, any other person or such person's property resulting from or arising out of my rental or any use by any person of the Bicycle. If I do file a lawsuit, I agree to pay any attorney fees, costs or judgments incurred by the Released Parties even if the Released Parties are found negligent. I FURTHER AGREE TO INDEMNIFY THE RELEASED PARTIES AND HOLD THEM HARMLESS FOR ANY DAMAGES, INJURIES, JUDGMENTS OR LAWSUITS, including any attorney's fees and costs incurred by the Released Parties as a result of my participation in bicycle rental, or any lawsuits resulting from such participation. I agree my obligation to indemnify and hold the Released Parties harmless applies even if the Released Parties are negligent.

I acknowledge that I have been advised of and agree to waive on my behalf and on behalf of my Heirs and Assigns, and fully understand the effect of such waiver, all benefits flowing from any statute or the statute of any other state which would otherwise limit the scope of this Release.

By signing this Release, I certify that I have read this Release and fully understand it, that I am not relying on any statements or representations of any of the Released Parties and that I have been given the opportunity and sufficient time to read and ask questions regarding this Release.

To the extent that the scope of this Release is unenforceable in any jurisdiction, such scope will, as to such jurisdiction only, be automatically limited to the extent necessary to make this Release enforceable in such jurisdiction, without invalidating any other portion of this Release.

13. I acknowledge that if the Bicycle I receive is returned in a considerable worse riding condition than when I received it, or if the Bicycle is unride-able, deemed totaled by MyBike, lost, or stolen while in my possession I will pay the fees outlined above.

FOR YOUR SAFETY

1. Wear a helmet every time you ride.
2. Obey traffic laws.
3. Always ride on the right side of the road. Whenever possible use designated 'bicycle routes.'
4. Be predictable. Don't do anything that would surprise the driver of a motor vehicle.
5. Be visible. Don't ride at night without an approved light.

THIS IS A RELEASE OF LIABILITY, READ BEFORE SIGNING.

Signed _____

Date _____

Witness _____

Date _____

Bike # _____ Lock # _____

Bike Ad _____