

ScootAruba Rental and Tour Assumption of Risk, Waiver & Release Agreement

Definition of terms:

Bicycle: the e- city bike and/or e- mountain bike and any other item that is comprised by the contract.

ScootAmota: the ScootAmota and any other item that is comprised by the contract.

Vehicle: bicycle and/or ScootAmota.

Tours: organized vehicle tours by ScootAruba.

Participant: the natural person or legal entity or in the case of a minor, responsible Parent(s) and/or Legal Guardian(s), purchasing the vehicle rental and/or vehicle tour service from ScootAruba and undersigned this agreement.

ScootAruba: trade name ScootAruba as part of Tracona Leisure Tours and Cruises NV, the company offering the rental and tour services of vehicles according to the ScootAruba terms and conditions

This agreement apply to all the rental and tour contracts between the company ScootAruba and customers for tours and/or rental of vehicles and all further services provided by ScootAruba.

Assumption of Risk: I understand and accept that renting this vehicle and participating in tours with vehicles exposes me to many hazards and entails unavoidable risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in good physical health to participate in driving a vehicle. I choose to participate in driving a vehicle in spite of these risks and hereby assume all risk of injury or loss of life to myself and loss of or damage to property arising out of renting this vehicle and participating in driving a vehicle. I understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result. Waiver & Release: In consideration of ScootAruba renting me this vehicle or providing me this vehicle for tours, I specifically release and forever discharge ScootAruba and its officers, agents, and employees from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this vehicle and participating in driving a vehicle. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damaged caused by the negligence of ScootAruba or its officer agents, or employees. It is my intent by the Waiver and Release Agreement to release ScootAruba and hold harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence of ScootAruba or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me while I am engaged in renting this vehicle or participating in driving a vehicle, I will have no right to make a claim or file a lawsuit against ScootAruba, its officers, agents or employees, even if they or any of them negligently cause my injury, illness, death or damage. I realize the importance of wearing a helmet and I hereby commit to wearing a helmet at all times while riding a ScootAruba vehicle. I understand that this activity may result in severe injury, including but not limited to spinal or head injury. I understand that this activity may result in hazards posed by other vehicles and traffic or road conditions. I understand how to operate the vehicle and brakes and how to adjust the seat and quick releases. ScootAruba staff have answered any questions that I have. I understand these vehicles do not have visibility enhancement equipment such as reflectors or lights.

I have carefully read this agreement and understand its content. I am aware this is an assumption of risk, waiver and release of liability and I sign it voluntarily. I also understand that I should not and may not participate in this activity if I am under the influence of alcohol or drugs.

Participant's or in the case of a minor, the Parent(s) and/or Legal Guardian(s), Signature

Name:

Date:

ScootAruba, The green Way to rental mobilityenjoy your GREEN ride with us!

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