

E-bike Assumption of Risk, Waiver & Release Agreement

I, being above age eighteen, or the parent or legal guardian of the named person who is under age eighteen, hereby acknowledge, agree, and covenant with Cannon Cyclery and all persons, entities, employees and agents, on behalf of myself, heirs, assigns, personal representative and next of kin the following:

I acknowledge, agree and represent that I understand that cycling, E-bike, E-scooter or other electric powered riding activities ("Activities") I voluntarily engage in involve numerous known and unanticipated risks of injury or death. **I assume all risks and hazards involved with these Activities and assume all personal liability in case of injury or death.** I further acknowledge that I understand the nature of these Activities and confirm that I am qualified, in good health, and proper physical condition to participate in such Activities. In the event of any damages, accident or loss (including, without limitation, personal injury or death) while operating a bicycle, E-bike or participating in other electric powered riding, I hereby expressly waive any and all claims against Cannon Cyclery and release from any and all legal liability and agree not to sue or make a claim against, and to indemnify, defend and hold harmless Cannon Cyclery, their owners, representative officers, agents, representatives, employees, successors, estates, assigns and or sponsors from any and all claims and causes of action, liabilities, costs or losses for property damage or physical or mental injuries, relating to or in any manner connected with any sales or services performed by Cannon Cyclery. I also agree that this release binds my spouse, heirs, legal representatives, and assigns.

I understand that Cannon Cyclery makes no verbal or written warranties, whether express or implied, regarding the sales, assembly, services or any repairs performed. CANNON CYCLERY EXPRESSLY DISCLAIM ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO AND EXCEPT AS EXPRESSLY PROVIDED IN ANY MANUFACTURER WARRANTIES, THE SALES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER CANNON CYCLERY NOR ANY PERSON ASSOCIATED WITH CANNON CYCLERY MAKES ANY

WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF ANY SALES OR SERVICES PERFORMED BY CANNON CYCLERY THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, CANNON CYCLERY SHALL NOT BE LIABLE FOR ANY LOSS (EVEN IF SUCH LOSS ARISES AS A DIRECT OR IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES), NOR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THESE TERMS OR OTHERWISE, EVEN IF CANNON CYCLERY HAS BEEN ADVISED, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, THE MAXIMUM LIABILITY OF CANNON CYCLERY ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY.