***WALKER EBIKE TOURS INC.*** ELECTRIC BIKE RELEASE OF LIABILITY, WAIVER OF CLAIMS,

ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT

(hereinafter referred to as the “Agreement”)

BY SIGNING THIS DOCUMENT YOU WILL WAIVE OR GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT

**PLEASE READ CAREFULLY!**

**I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH ELECTRIC BIKING AND THE RENTAL OF ELECTRIC BIKING EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.**

**RELEASE OF LIABILITY, WAIVER OF CLAIMS AND INDEMNITY AGREEMENT** In consideration of **Walker Ebike Tours Inc.** agreeing to rent me Electric biking equipment and permitting my use of their services, equipment and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, **I hereby agree as follows:**

**1. TO WAIVE ANY AND ALL CLAIMS** that I have or may in the future have against the **Walker Ebike Tours Inc.** AND THE EQUIPMENT MANUFACTURERS AND DISTRIBUTORS AND TO RELEASE **Walker Ebike Tours Inc.** from any and all liability for any loss, damage, expense or injury, including death, that I may suffer or that my next of kin may suffer, as a result of my participation in electric biking or the use of the Equipment, DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF WARRANTY ON THE PART OF **Walker Ebike Tours Inc.** IN RESPECT OF THE DESIGN, MANUFACTURE, SELECTION, INSTALLATION, MAINTENANCE, INSPECTION, SERVICE OR REPAIR OF THE EQUIPMENT, or in respect of the provision of or the failure to provide any warnings, directions, instructions or guidance as to the use of the Equipment;

**2. TO HOLD HARMLESS AND INDEMNIFY Walker Ebike Tours Inc.** for any and all liability for any property damage, loss or personal injury to myself or to any third party resulting from my participation of my use of the Equipment;

**3. THIS AGREEMENT SHALL** be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives, in the event of my death or incapacity;

**4. THIS AGREEMENT** and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the province of British Columbia; and

**5. ANY LITIGATION INVOLVING** the parties to this Agreement shall be brought solely within the province of British Columbia and shall be within the exclusive jurisdiction of the Courts of that province.

In entering into this Release Agreement I am not relying on any oral or written representations or statements made by **Walker Ebike Tours Inc.** with respect to the safety of participating in electric biking or my use of the Equipment, other than what is set forth in this Release Agreement. **I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE Walker Ebike Tours Inc.**

DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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| WITNESS: | SIGNATURE OF  PARTICIPANT: |
| PLEASE PRINT  NAME CLEARLY: | PLEASE PRINT  NAME CLEARLY: |
|  | SIGNAUTRE OF  GUARDIAN (if under 18yrs): |