

**ElliptiGO Demo Program Rental Agreement and Liability Waiver**

Please read carefully before signing.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, acknowledge and understand that:

1. Riding the ElliptiGO (“the Elliptical Bike”) is a hazardous activity. I agree to wear a **helmet**, **closed toed shoes**, and **appropriate clothing** while riding the Elliptical Bike. I recognize that these items do not eliminate, and may not even reduce, the risk of injury in the event of an accident and that I could be SERIOUSLY INJURED OR KILLED WHILE STANDING ON OR RIDING THE ELLIPTICAL BIKE. I hereby agree to freely and expressly assume and accept any and all risks associated with riding the Ellitpical Bike, including risk of SERIOUS INJURY and DEATH.
2. **By signing this waiver I am voluntarily waiving my right to sue or seek recovery from anyone or any entity associated with the Elliptical Bike for any injuries** I might sustain in connection with my riding, standing on, or contacting the Elliptical Bike and I am agreeing to indemnify anyone connected to the Elliptical Bike for injuries I cause someone else through my negligence or recklessness.

In consideration for being permitted to demo the Elliptical Bike, I agree that:

1. I HEREBY RELEASE AND DISCHARGE ElliptiGO Inc., PT Motion Works, Inc., the individual(s) who is/are renting the Elliptical Bike to me, and every individual who contributed to the creation of the Elliptical Bike, financially, physically, or otherwise (the “Elliptical Bike Supporters”) from all liability, claims, demands, losses, or damages caused or alleged to have been caused in whole or in part by any of their acts or omissions, INCLUDING NEGLIGENCE, in connection with the design, manufacture, assembly, and creation of the Elliptical Bike. This release and discharge includes, but is not limited to, injuries I sustain from my contact with the Elliptical Bike, including death, and injuries to other people caused by my negligence or recklessness;

2. If I, anyone on my behalf or anyone I injure makes a claim against any of the Elliptical Bike Supporters, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS, EACH OF THE ELLIPTICAL BIKE SUPPORTERS FROM ANY LITIGATION EXPENSES, ATTORNEYS’ FEES, LOSS LIABILITY, DAMAGES OR COSTS THEY MAY INCUR AS THE RESULT OF ANY CLAIM ARISING OUT OF MY CONTACT WITH THE ELLIPTICAL BIKE;

3. The Elliptical Bike, at all times, remains the exclusive property of ElliptiGO, Inc. I am responsible for damage to, or loss of, the Elliptical Bike. If the Elliptical Bike is lost, destroyed, or damaged beyond repair, I agree to pay ElliptiGO Inc. the full replacement value of the Elliptical Bike. If I damage the Elliptical Bike, I agree to pay for the cost of repairs, including labor and all parts.

4. If any portion of this document is held invalid, that the remainder shall continue in full legal force and effect;

I have read this waiver of liability. I fully understand its terms and have signed it freely and voluntarily without any inducement, assurance, or oral modification.

Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Demo Program Rental Agreement:**

(1) I certify that I am over 18 years of age. Initial here:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(2) I certify that my maximum weight does not exceed 250 lbs. Initial here:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 (3) I agree to assume full legal and financial responsibility for ElliptiGO during the entire demo period. I agree to not let anyone borrow or use the ElliptiGO while it’s in my possession. I agree to pay for reasonable repairs to the ElliptiGO if it is damaged during the demo period, regardless of who caused the damage. In the event that the ElliptiGO is lost, stolen, or damaged beyond reasonable repair, I agree to pay the replacement cost (MSRP) plus shipping.

Initial here:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Contact information:**

Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

City/State/ZIP:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Driver’s License No.\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I certify that I have had the opportunity to inspect the ElliptiGO, have made such an inspection, and have indicated any existing damage on the ElliptiGO on the adjacent image.

Comments: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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Bike rented on date:\_\_\_\_\_\_\_\_\_\_ time:\_\_\_\_\_\_\_\_\_\_. Bike due on date:\_\_\_\_\_\_\_\_\_ time:\_\_\_\_\_\_\_\_.

**Late return policy:**

Any bike brought back later than the aforementioned date and time in the rental agreement will incur an additional charge of $50 per day. Initial: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_