

RELEASE OF LIABILITY AND WAIVER OF RIGHTS

By signing this document, I hereby waive certain legal rights, including the right to sue Turner Trading Co. Pty Ltd trading as Carts'n'Parts Australia ("Business").

Activity: Test riding Tomberlin E-Bike (Electric Bicycles)

Date of Activity: _____

I desire to participate in the activity described above (the "Activity"), including, without limitation, to ride an e-bike, or to observe or otherwise participate in or in any other way be involved for any purpose with the Activity. In consideration of being permitted to participate in the Activity and in recognition of the Business's reliance hereon, I hereby agree to all the terms of this Release of Liability and Waiver of Rights (this "Release and Waiver"), including all the Covenants and Agreements listed in this Release and Waiver ("Covenants and Agreements").

This Release and Waiver shall be binding upon and enforceable against me, my personal representatives, spouse, successors and assigns, heirs, and next of kin without limitation. It is my desire and intent that the words, terms, provisions, covenants, and remedies contained in this Release and Waiver shall be enforceable to the fullest extent permitted by applicable laws, ordinances, statutes, rules, and regulations ("Applicable Law"). If any portion of this Release and Waiver is held invalid, the remainder shall not be affected and shall continue in full legal force and effect. That shall include modifying the Release and Waiver to allow any remaining claims to be waived, released, and indemnified against in the event that the inclusion of any particular provision is found to be invalid or contrary to public policy. The terms of this Release and Waiver shall continue from this date forever. This document constitutes the entire agreement between the Business and me and supersedes any previous or contemporaneous discussions or agreements between us in respect of these matters. All matters arising out of or relating to this Release and Waiver shall be governed by and construed in accordance with the internal laws of the State of Queensland without giving effect to any choice or conflict of law provision or rule (whether of the State of Queensland or any other jurisdiction).

I will defend, indemnify, hold harmless, and reimburse the Business from and for all damages, losses, costs, or expenses (including legal fees) incurred by the Business or paid by them to any person (including me or my insurers) in respect of any accident, injury (including death), loss, or property damage, however caused or resulting from, arising out of, or otherwise in connection with my participation in the Activity. I will reimburse the Business if anyone makes a claim against the Business in connection with my participation in the Activity, including, without limitation, any accident I may be involved in or any injury, loss, damage to me, other parties or property however caused.

I specifically acknowledge and agree that this document is not intended to be a general release subject to limitations and conditions that would otherwise apply under Applicable Law, and additionally agree to **WAIVE ANY AND ALL GENERAL RELEASE LIMITATIONS PROVIDED BY APPLICABLE LAW OR ANY RIGHTS GRANTED TO ME UNDER APPLICABLE LAW. This Release and Waiver shall be construed and interpreted as broadly as possible under Applicable Law.**



YOUR PERSONAL INFORMATION

Please fill in the information below.

Full Legal Name:

Date of Birth:

Address:

Phone: (____)

Emergency Contact Name and Phone:

Driver's License No.:

I have read this release and waiver (including the covenants and agreements), fully understand all the terms, understand that I am voluntarily giving up substantial legal rights by signing, and have signed this release (including the covenants and Agreements) freely and voluntarily and without inducement, assurance, or guarantee of any nature being made to me. I hereby warrant the truth of the above statements and I declare that I have not withheld any information that would influence the decision of the Business in allowing me to participate in the activity.

Signature: _____

Date: _____

OFFICE USE ONLY

Notes: