

ScooterPal™ Terms and Conditions

Short Liability Statement (Used for receipt)

Renter assumes all risk and liability for any injury, damage or loss to persons or property of Renter or others arising out of the use of the equipment. Safemark, Inc, "Safemark" its subsidiaries and Venue ("Venue") assume no liability or responsibility for any acts or omissions of the Renter or the Renters agents.

Full Liability Terms and Conditions

I understand that in the operation of mobility equipment there are possible risks to myself and others. I therefore certify that by renting and/or operating such equipment, I voluntarily assume all liability arising out of its use.

I further agree to indemnify and hold harmless Safemark and Venue., and all of their agents, subsidiaries, officers, affiliates, partners, and employees from and against any and all losses, liability, claims, damages, injuries, demands, and causes of action whatsoever, arising out of or related to any loss, damage or injury claimed by all persons that may arise from the use and operation of the rental equipment.

All rights of ownership shall remain with Safemark, Inc. Safemark and Venue retains the right to revoke any right of use or temporary custody under the rental agreement at any time. Any renter found to be in violation of the terms and conditions of this agreement shall immediately return the equipment upon demand without any right to a refund.

Renter shall operate the equipment with reasonable care and diligence and comply with all safety terms and provisions. Renter shall notify Safemark or Venue. immediately of any and all accidents and damage resulting from the use of the rental equipment. I understand that I am not to allow anyone outside of my household to operate this equipment and that I understand I will be jointly liable with any operator under the terms of this agreement.

Any accidents, collisions, or further incidents that could injure or damage the equipment, the driver, another person, or any property shall be immediately reported to the rental desk.

Under no circumstances shall the rental equipment be operated by any person: a) underage of 16 or b) while under the influence of intoxicants or narcotics; or c) in any such unsafe manner stated or implied. Weight must not exceed listed rental equipment weight limitations. Three riders allowed when following rider guidelines of one driver (over 16) and one or two child(ren) over 34 inches in height. Combined rider weight not to exceed 450 lbs. Any persons operating ECV rentals shall thoroughly review all provided safety instructions. Equipment shall be returned to return location unless arrangements have been made directly with Safemark or Venue.

Should any provision under this agreement be deemed invalid or otherwise unenforceable, all other clauses shall remain binding on all applicable parties.

I hereby certify that I have read and understand these terms and conditions and accept that an electronically stored version of this agreement shall be deemed an original and enforceable for all applicable purposes.

Safety Information

I hereby certify that by operating this piece of mobility equipment, I voluntarily assume all risk and liability arising out of the use of this ECV and am hereby bound to Safemark's Rental Terms and Conditions, including the following:

1. DO NOT operate that unit until you are a confident of your ability to do so safely. Immediately return to the rental area for further instruction if necessary.
2. USE CAUTION when operating the unit in bad weather or driving through water. DO NOT allow the unit to get wet.
2. OPERATOR and rider MUST REMAIN SEATED
3. Pay ATTENTION and adhere to ScooterPal Road Signs
4. ALWAYS lean forward in the seat when traveling up an incline.
5. ALWAYS reduce speed and use extreme caution when operating in crowded areas.
6. Rider Capacity is limited to one driver (over age 16) and one or two child(ren) over 36 inches (91 cm) in height.
7. Combined rider weight cannot exceed 450 lbs.
8. DO NOT get off the unit until you have turned the unit OFF with either the digital key or the key switch. ALWAYS turn the power OFF when not in use.
9. ALWAYS reduce speed when making a turn. DO NOT make sharp turns while traveling at high speeds or when operating on inclines and/or uneven surfaces.
10. DO NOT turn the unit ON until you are properly seated and facing forward.
11. DO NOT ride over curbs or other obstructions. Ride only on hard, even surfaces. Only ride on the paved paths and do not ride on mulch and grassy areas.
12. DO NOT stop on an incline. If you must do so, always lean forward when you begin moving. DO NOT climb inclines greater than 25%; (1 inch rise over a 4-inch distance). DO NOT drive in a diagonal path on an incline.

14. DO NOT turn the unit OFF while the unit is moving. This will cause the brake to activate causing the unit to stop abruptly.
15. DO NOT attempt to get off of the unit while it is moving.
16. DO NOT operate the equipment while under the influence of alcohol or narcotics.
17. NEVER attempt to attempt to climb stairs or escalators with the equipment.
18. USE CAUTION and do not bump into other ScooterPals, people or things.
19. RETURN ScooterPal to your assigned pickup location.
20. PAYMENT is based on ride time. If ScooterPal is not returned by time due, additional payment will be automatically processed.