

Atomic Scooters - Tour Waiver

This Release and Waiver of Claims agreement (the "Agreement") is made and entered into

May 20, 2024

(the "Execution Date"),

Presented By:

Atomic Scooter Rentals and Tours
901 E. Fremont Street ste115 Las Vegas, Nevada 89101.

Email: Hello@atomicscooterslv.com
Phone: 702-836-0885
(the "Atomic Scooters Rentals & Tours")

Presented to:

You (the "Renter")

The "Product" refers to an Atomic E-Scooter.

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE Atomic Scooters Rentals & Tours FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY Atomic Scooters Rentals & Tours AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE E-SCOOTER. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

Release & Waiver of Claims For valuable consideration, the receipt and sufficiency of which are hereby acknowledged Renter does hereby remise, release, and forever discharge Atomic Scooters Rentals & Tours, Atomic Scooters Rentals & Tours agents, servants, successors, heirs, executors, administrators, and personal representatives, of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Renter ever had, now has, or which Renter’s heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this Agreement; out of the use (misuse, or abuse) of the E-Scooter; or in any way arising out of the rental relationship between Renter and Atomic Scooters Rentals & Tours.

E-Scooter Rental Agreement and Release Indemnification.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Renter hereby expressly agrees to indemnify and hold harmless Atomic Scooters Rentals & Tours, Atomic Scooters Rentals & Tours agents, servants, successors, heirs, executors, administrators and personal representatives and all other connected parties against all suits, actions, claims, demands, or damages that arise out of Renter’s use, misuse or abuse of the E-Scooter.

Terms and Conditions

1. Assumption of Risk.

Renter acknowledges on behalf of themselves and all other connected parties that the activities for which the E-Scooter is designed include inherent dangers, including the risk of bodily injury and/or death. Renter assumes and accepts all risks associated with the use of the E-Scooter.

2. Acceptable Use.

Renter agrees and acknowledges that he/she will be the sole operator of the E-Scooter, and will use the E-Scooter in a careful, safe and conscientious manner. Renter shall at all times observe and adhere to any rules and guidelines posted by Atomic Scooters Rentals & Tours, and any applicable laws or regulations. You certify and expressly agree that You are the sole renter and You are responsible for compliance with all terms and conditions contained in this Agreement. You understand that when you rent our products, the Product must be used ONLY BY YOU. You must not allow others to use our products that you have rented.



3. Prohibited Activities.

Renter shall not violate any of the following rules and regulations during his/her operation of the E-Scooter: (Rules and regulations are subject to change at Atomic Scooter rentals and tours discretion at any time.)

- There are no passengers permitted on the E-Scooter unless expressly permitted by Atomic Scooters Rentals & Tours in writing prior to use.
- There is no smoking while on the E-Scooter.
- There are no alcoholic beverages or other intoxicants permitted while using the E-Scooter.

Renter shall abide by all governing laws and city ordinances at all times when using the E-scooter.

4. Unsafe Use.

If at any time Atomic Scooters Rentals & Tours determines that the Renter has engaged in unsafe or hazardous use of the E-Scooter, Atomic Scooters Rentals & Tours may immediately terminate the tour or rental. If the rental/tour is terminated no refund will be applicable, this includes the security deposit. Upon notification of termination, Renter must return the E-Scooter to the designated return area immediately. If the rental/tour is terminated for unsafe or hazardous use, Renter will not be refunded his/her security deposit. Atomic Scooters Rentals & Tours shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous."

5. Condition of E-Scooter upon Return.

The Renter shall return the E-Scooter to the designated return area in the same condition as it was in when given to Renter, excluding ordinary wear and tear. Renter shall be responsible for any damage caused to the E-Scooter during the rental or tour period. Atomic Scooters Rentals & Tours shall retain any portion (or all) of Renter's security deposit as necessary to cover repairs for such damages. To the extent that damages to the E-Scooter exceed the amount of the security deposit, Renter shall be billed by Atomic Scooters Rentals & Tours for the full amount of damages caused by Renter during the rental or tour period, including reasonable attorney's fees and court costs.

6. Late Return.

If Renter returns the E-Scooter to the designated return area more than 40 minutes after the scheduled "Time Back," Renter shall forfeit his/her security deposit. Renter has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation.

7. RENTAL/TOURS AND USE OF PRODUCTS.

7.1. You are At Least 18 Years Old: You represent and certify that You are at least 18 years old and that You have a valid State-issued Identification card/passport.

7.2. You are a Competent Operator: You represent and certify that You are familiar with the operation of the Product, and You are reasonably competent and physically fit to use the Product. By choosing to ride a Product, You assume all responsibilities and risks for any injuries and/or medical conditions, as detailed further below. You are responsible for determining whether conditions, including rain, snow, hail, ice or electrical storms, and/or any other conditions, whether caused by the weather or otherwise, make it dangerous to operate a Product. You are advised to adjust Your riding behavior and braking distance to suit all conditions and variables, including weather and traffic.

8. Products are the Exclusive Property of Atomic Scooters Rentals & Tours.

You agree that the scooter, and any of Atomic Scooters Rentals & Tours equipment attached thereto, at all times, remain the exclusive property of Atomic Scooters Rentals & Tours. You must not dismantle, write on, or otherwise modify, repair, or deface any Products, or any part of any of the Products, or any other Atomic Scooters Rentals & Tours equipment in any way. You must not write on, peel, or otherwise modify or deface any sticker on a Products in any way. You must not use any Products for any advertising or commercial purpose.

9. Only Use E-Scooters Where Allowed.

You expressly agree that You will only use the Products in areas where the Products are allowed. You agree that You will not use any Products in any restricted areas (such as cities that prohibit certain Products), and You assume all responsibility and liability for any operation of any Product in any restricted area, including any fines or fees as a result of Your use of any of the Products in any restricted areas. Atomic Scooters Rentals & Tours reserves the right to charge You up to \$50 from Your security deposit, in Atomic Scooters Rentals & Tours sole and absolute discretion, if You use any of the Products in any restricted areas.



10. Compliance with Laws:

You agree to follow all laws, rules, regulations, and/or ordinances pertaining to the use, riding and/or operation of the Products, including those pertaining to the Products in the area where You are operating the Products, including, without limitation, helmet laws.

YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY VIOLATION OF ANY LAWS, RULES, REGULATIONS, AND/OR ORDINANCES WHILE USING THE SERVICES, INCLUDING IMPROPER RIDING AND/OR PARKING, AND YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE AND LIABLE FOR ANY AND ALL CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, COSTS AND EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS, FEES (INCLUDING IMPOUNDING FEES CHARGED BY ANY LOCAL GOVERNMENT) AND/OR DISBURSEMENTS OF ANY KIND, OR NATURE WHATSOEVER, WHETHER FORESEEABLE OR UNFORESEEABLE, AND WHETHER KNOWN OR UNKNOWN, AS A RESULT OF USING ANY OF THE SERVICES.

11. Payment of Fines, Fees and Administrative Fees :

11.1. You agree to pay any fines, fees, penalties, impounding charges, court costs, traffic tickets, tolls, and/or any other charges incurred by Atomic Scooters Rentals & Tours, that result from You parking any Product improperly, or as a result of You violating any law, rule, regulation, and/or ordinance while using the Services.

11.2. You agree and acknowledge that we cooperate with all federal, state, municipal and local officials charged with enforcing infractions to provide any information necessary as they may request or may otherwise be required.

11.3. You authorize Us to bill You directly to the credit/debit card that You used to rent the Product for any damages and the \$580 hold for the security deposit. You must input a valid card number and expiration date before You will be registered to use the Services. You represent and warrant to Atomic Scooters Rentals & Tours that You are authorized to use any Cards You furnish to Atomic Scooters Rentals & Tours You authorize Atomic Scooters Rentals & Tours to charge the Card for all fees incurred by You. All fees are subject to applicable sales taxes and other local government charges, which may be charged and collected by Atomic Scooters Rentals & Tours If You dispute any charge on Your Card account, then You must contact Atomic Scooters Rentals & Tours within 10 business days from the end of the month with the disputed charge, provide to Atomic Scooters Rentals & Tours all trip information that is necessary to identify the disputed charge, such as the date of the trip and the approximate starting and ending times. You agree to immediately inform Atomic Scooters Rentals & Tours of all changes relating to Your Card.

11.4. You authorize Us to contact You directly regarding any tickets, citations, fines and/or penalties incurred by You or assessed against Us or to Our Product while the Product was rented to You.

11.5. In the event we use a third-party collection and or administrative agent to resolve any tickets, citations, fines and/or penalties, You agree to pay all costs and collection fees including but not limited to administrative and legal costs to such agent upon demand without protest.

11.6. You agree to indemnify and hold us harmless for any tickets, citations, fines, penalties and/or administrative fees incurred as a result of Your use of Our Services.

12. Prohibited Acts:

YOU EXPRESSLY CERTIFY AND AGREE THAT YOU WILL NOT:

12.1. Operate any of our E-Scooters and products in violation of any laws, rules, regulations, and/or ordinances, including any and all rules pertaining to riding any E-scooter on sidewalks and/or parking areas.

12.2. Operate any E-scooters and Products while carrying any briefcase, backpack, bag, or other items if it impedes Your ability to operate safely the E-scooter.

12.3. Use any cellular telephone, text messaging device, portable music player, and/or any other device that may distract You from safely operating any E-scooter.

12.4. Carry any other person on any of the Products.

12.5. Use locking mechanisms other than those provided by Atomic Scooters Rentals & Tours

12.6. Use/Park any Product in a manner that does not comply with all applicable laws, rules, regulations, and/or ordinances. Atomic Scooter Rentals and Tours provides only a partial list of of these Laws and You expressly agree that You are responsible for becoming familiar with any and all applicable laws, rules, regulations, and/or ordinances in the location that You are operating any Product.

12.7. Park or place any Product in a manner that prevents Atomic Scooters Rentals & Tours from accessing it. If You violate this Section, Atomic Scooters Rentals & Tours may charge You up to \$1000, in Our sole and absolute discretion to the payment method on file. Any attempt to evade this and/or any other fees will be considered fraud.

12.8. Products are Intended for Only Limited Types of Use: You agree that You will not use any Product for racing, mountain riding, stunt, or trick riding. You agree that You will not operate and/or use any Products on unpaved roads, through water (beyond normal urban riding), or in any location that is prohibited, illegal,



and/or a nuisance to others. You agree that You will not use any Products for hire or reward, nor use any Products in violation of any law, rule, regulation, and/or ordinance.

13. Weight and Cargo Limits:

You must not exceed the maximum weight limit for any Products (285 pounds).

15. The level of charging power in the E-Scooter at the time You initiate the rental or operation of the E-Scooter is not guaranteed and will vary with each rental use.

- 15.1. The rate of loss of charging power during the use of the E-vehicle is not guaranteed and will vary based on the E-vehicle, road conditions, weather conditions and/or other factors.
- 15.2. It is Your responsibility to check the level of charge power in the E-vehicle and to ensure that it is adequate for the ride before initiating the operation of the E-vehicle.
- 15.3. Atomic Scooters Rentals & Tours does not guarantee the distance and/or time that You may operate any E-vehicle before it loses charging power completely. The E-vehicle may run out of charging power and cease to operate at any time during Your rental of the E-vehicle, including before reaching your desired destination.
- 15.4. We try to ensure that all of our E-Scooters are all fully charged and operable, this, however, is never guaranteed. You will have the ability to return the E-Scooter to the storefront in the event of a malfunction for a replacement E-Scooter.

16. Informal Resolution of Disputes and Excluded Disputes :

If any controversy, allegation, or claim arises out of or relates to the Services, the Content, Your User-Submissions, this Agreement, or any Additional Terms, whether heretofore or hereafter arising (collectively, "Dispute"), or to any of Atomic Scooters Rentals & Tours actual or alleged intellectual property rights (an "Excluded Dispute"), then You and Atomic Scooters Rentals & Tours agree to send a written notice to the other providing a reasonable description of the Dispute or Excluded Dispute, along with a proposed resolution of it. Our notice to you will be sent to you based on the most recent contact information that you provide us. But if no such information exists or if such information is not current, then we have no obligation under this section. Your notice to us must be sent to: Atomic Scooters Rentals & Tours, 901 Fremont Street #115. Las Vegas, NV 89101 (Attn: Legal Department). For a period of sixty (60) days from the date of receipt of notice from the other party, Atomic Scooters Rentals & Tours and You will engage in a dialogue in order to attempt to resolve the Dispute or Excluded Dispute, though nothing will require either you or Atomic Scooters Rentals & Tours to resolve the Dispute or Excluded Dispute on terms with respect to which you and Atomic Scooters Rentals & Tours, in each of our sole discretion, are not comfortable.

16.1. Binding Arbitration:

If we cannot resolve a Dispute as set forth in Section 16 (or agree to arbitration in writing with respect to an Excluded Dispute) within sixty (60) days of receipt of the notice, then ANY AND ALL DISPUTES ARISING BETWEEN YOU AND Atomic Scooters Rentals & Tours (WHETHER BASED IN CONTRACT, LAW, STATUTE, RULE, REGULATION, ORDINANCE, TORT INCLUDING, BUT NOT LIMITED TO, FRAUD, ANY OTHER INTENTIONAL TORT OR NEGLIGENCE, COMMON LAW, CONSTITUTIONAL PROVISION, RESPONDEAT SUPERIOR, AGENCY AND/OR ANY OTHER LEGAL OR EQUITABLE THEORY), WHETHER ARISING BEFORE OR AFTER THE EFFECTIVE DATE OF THIS AGREEMENT, MUST BE RESOLVED BY FINAL AND BINDING ARBITRATION. THIS INCLUDES ANY AND ALL DISPUTES BASED ON ANY PRODUCT, SERVICE OR ADVERTISING CONNECTED TO THE PROVISION OR USE OF THE SERVICES. The Federal Arbitration Act ("FAA"), not state law, shall govern the arbitrability of all disputes between Atomic Scooters Rentals & Tours and you regarding this Agreement (and any Additional Terms) and the Services, including the "No Class Action Matters" Section below. BY AGREEING TO ARBITRATE, EACH PARTY IS GIVING UP ITS RIGHT TO GO TO COURT AND HAVE ANY DISPUTE HEARD BY A JUDGE OR JURY. Atomic Scooters Rentals & Tours and you agree, however, that Nevada State Law or federal law shall apply to, and govern, as appropriate, any and all claims or causes of action, remedies, and damages arising between you and Atomic Scooters Rentals & Tours regarding this Agreement and the Services, whether arising or stated in the contract, statute, common law, or any other legal theory, without regard to State's choice of law principles.

17. PAYMENT AND FEES.

17.1. Fees: You may use the Products on a "pay per agreed tour experience period" or as otherwise in accordance with the pricing described on the website. In each case, fees and other charges may be subject to applicable taxes and other local and/or state government charges, which may be charged and collected by Atomic Scooters Rentals & Tours Atomic Scooters Rentals & Tours will charge your credit card or debit card



(collectively, Your "Card") or other agreed payment methods the amount of the fees as described in this Agreement. With all amounts being subject to change at Atomic Scooter Rentals and Tours Sole discretion.

17.2. Maximum Rental Time and Charges:

You agree that you are solely responsible for being aware of any elapsed time related to timely locking any Product. The maximum charge is \$1000 for any E-vehicle, all based on a 24-hour period. Before or After a return of the Product, You will be charged the accumulated rental charges, or the maximum 5-day charge; whichever is less. Products not returned within 8 hours will be considered lost or stolen, and You may be charged up to \$1000 for each E-Scooter, \$2,000 for each of Atomic Scooters Rentals & Tours products, and a police report may be filed against you. We may also charge a service fee of up to \$250, in Our sole discretion, for rentals in excess of 5 days where the Product is not considered lost or stolen. You agree that You are solely responsible for the E-Scooter during any period of time it is in your possession and accept the responsibility for potential theft of the E-Scooter and any and all associated fees.

18. Pick Up Fees:

If You are unable to return any Product to a valid area (i.e., You left a Product on private property, a locked community, and/or any other unreachable area), and request that the Product be picked up by Atomic Scooters Rentals & Tours, then We, in Our sole and absolute discretion, may charge You a pick-up fee up to \$220. If any Product accessed under Your account is abandoned without notice, You will be responsible for all fees until the Product is recovered, plus a service charge of up to \$220.00, to recover the Product. Fees are subject to change in Atomic Scooters Rentals & Tours sole and absolute discretion, and without notice to You.

19. Maximum Liability to Atomic Scooters Rentals & Tours:

THE TOTAL LIABILITY OF Atomic Scooters Rentals & Tours AND ALL OTHER RELEASED PERSONS FOR ANY AND ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTE, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100.

20. Safety Check:

Before each use of any Product, In conjunction with an Atomic employee, You shall conduct a basic safety inspection of the Product, which includes inspecting the following: (i) trueness of the wheels; (ii) safe operation of all brakes and lights; (iii) proper attachment of the handlebars, wheels, and board; (iv) good condition of the frame; (v) sufficient of battery charge power; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You agree not to ride the Product if there are any noticeable issues, and to immediately notify a member of Atomic Scooters Rentals & Tours of any problems.

20.1. If at any time, whether prior to, during, or after riding any Product, You discover any defect or notice any other potentially unsafe condition on any Product, no matter how slight, You must not use the Product, or, if You are already riding the Product, You must immediately cease riding when it is safe to do so. You agree to immediately return the E-Scooter and report the defect or condition to Atomic Scooters Rentals & Tours.

21. Lost or Stolen Products:

If a Product is not returned within 48 consecutive hours, then the Product may be deemed lost or stolen, in Atomic Scooters Rentals & Tours sole and absolute discretion, and a police report may be filed against You with local authorities. The data generated by the Services' computer is conclusive evidence of the period of use of the Products by You. You must report any disappearance or theft of any Product to Atomic Scooters Rentals & Tours immediately or as soon as possible.

MODEL RELEASE: AGREEMENT AND AUTHORIZATION FOR MODEL TO BE IN MEDIA

BACKGROUND:

The Artist may choose or is currently engaged in the business of creating media, which includes but is not limited to engaging in the following activities for personal and commercial gain:

filming, film/video editing, and film/video production; photography, photo editing, and photo production; digital photography, digital photo editing, and digital photo production; documentary production and editing; sound recordings; sound manipulation and music productions; television production; and web design and production.



The Model consents to being a subject of the Artist in media. The Model will allow the Artist to capture images and sound recordings for use in media.

WHEREBY:

THE ARTIST IS RELEASED OF LIABILITY: For good and valuable consideration herein acknowledged as received, the Model releases the Artist and assigns permission to license all images and sound recordings and to use of images and sound recordings in any media for any purpose which may include, among others, advertising, promotion, marketing and packaging for any product or service. The Model agrees that any images and sound recordings may be combined with other images, text, and graphics, cropped, altered, and modified.

THE ARTIST RETAINS ALL RIGHTS: The Model agrees that the Artist has all rights to images and sound recordings, for perpetuity unless explicitly noted in this Agreement. The Model acknowledges and agrees that the Artist is not liable for any further consideration or accounting, and further claims for any reason.

DURATION OF AGREEMENT: The Model acknowledges and agrees that this Agreement is binding on all heirs and assigns. The Model acknowledges and agrees that this Agreement is irrevocable, worldwide and perpetual.

This Agreement contains the entire agreement between the parties to this release and the terms of this Agreement are contractual and not a mere recital. This Agreement will be construed in accordance with and governed by the laws of the State of Nevada.

BY ELECTRONICALLY SIGNING THIS DOCUMENT YOU AGREE TO ALL THE ABOVE TERMS AND CONDITIONS OF M&S SUBLETS & SERVICES LLC DBA ATOMIC SCOOTERS RENTALS & TOURS

Add a minor

Do you have a minor(s) with you?

- ☐ Yes, I need to add a minor (or minors) to my contract
- ☐ No, I am not bringing any minors

Name & Age of each minor

By signing this agreement you take full responsibility for the minor on your contract. All terms above apply to both yourself and your responsibilities of the minor added.

X _____



Signature Certificate

Document name: Atomic Scooters - Tour Waiver

Unique Document ID: 0BD4C9F345A12EF9FCACFD804FCE95CA137FCED8



Timestamp

March 31, 2019 3:51 pm PDT

Audit

Atomic Scooters - Tour Waiver Uploaded by Sabrina
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This audit trail report provides a detailed record of the online activity and events recorded for this contract.