

## UNBANKED SIGN-UP FORM

### INSTRUCTIONS

1. All information included on this application is intended for Hibike account creation.
2. All participants must have the following:
  - A. Photo ID
  - B. Email Access
  - C. Active phone number
3. Please submit all required documents for sign-up processing. The required documents are as follows:
  - A. Completed sign-up form. All sections of this application form must be filled out before it can be processed.
  - B. A copy of a valid and current government issued photo ID
  - C. A current clear photo of applicants face which also includes applicant holding submitted government issued photo ID.
  - D. A signed copy of the Hibike User Agreement.
4. Limit of 1 pass per applicant. However, you can also add a subscription for children of the ages of 16 and 17 years old. We do not allow children under the age of 16 to ride.
5. Your application will be processed within 2 business days of receipt. Once your application has been processed, you will be emailed a link for payment for the initial cost of the subscription.
6. Once payment has been made, please allow 24 hours for activation of account. If applicant does not have access to a smart device to download the PBSC app for bicycle access, select App Access "No" on application. A Hibike key card will be mailed to you and your subscription will start at the time of key card activation.
7. Your plan automatically renewal each month from the date of purchase. If you choose to not to automatically renew, you can manage your subscription by clicking "Manage" at the bottom of the payment receipt in your email.
8. By creating this account applicant agrees to save payment method on file, that used during first payment. You authorize any extra-time to be charged automatically to the card on file. Unsuccessful payment will result in account suspension until payment has been made.

| <b>For Office Use Only (please leave blank)</b> |                        |
|---|------------------------|
| Account ID: _____                               | Receipt ID: _____      |
| Receiving Rep: _____                            | Agent Rep: _____       |
| Date: _____                                     | Activation Date: _____ |

### UBANKED APPLICATION FORM

| PERSONAL INFORMATION (please print clearly)  |   |
|--|---|
| Applicant's Full Legal Name (Last, First, M.I.):   |   |
| Parent/Legal Guardian Full Legal Name, if applying for a minor (Last, First, M.I.):                        |   |
| <b>MAILING ADDRESS:</b>  |   |
| Street Address: _____ Unit No _____  |   |
| City: _____ State: _____ Zip Code: _____   |   |
| <b>BILLING ADDRESS:</b>  |   |
| <input type="checkbox"/> Same as Mailing Address (check box if Billing Address is same as Mailing address) |   |
| Street Address: _____ Unit No _____  |   |
| City: _____ State: _____ Zip Code: _____   |   |
| Phone Number:  | Email Address:                            |
| Birthdate (mm/dd/yyyy):  | Gender: Male / Female / Prefer Not To Say |
| Do you have/have you had a Hibike Account? Yes / No / Not Sure   | Do you have PBSC app access? Yes / No     |

**Subscription Selection (Choose One)**

| PLAN  | PRICE   | AUTO -RENEW |
|---|---|-------------|
| <input type="checkbox"/> <b>The Sprinter</b><br>1 Month of unlimited 30 minute rides or less. | <b>\$15 Monthly</b><br>Extra-Time charges over allowed 30 minute rides apply. | Yes / No    |
| <input type="checkbox"/> <b>The Cruiser</b><br>1 Month of unlimited 60 minute rides or less.  | <b>\$25 Monthly</b><br>Extra-Time charges over allowed 60 minute rides apply. | Yes / No    |

**DECLARATION**

I declare that all the information provided herein is accurate, true and correct to the best of my knowledge. You certify that you are at least 18 years old, or over the age of 18 and are the Parent and/or Legal Guardian of the Member, who is at least 16 years old. You have read and agree to the conditions set forth in User Agreement and Privacy Policy. You agree to enrolling in automatic payments. There are no refunds or credits for partial subscriptions.

Signature of Applicant: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent/Guardian of Applicant (if under 18): \_\_\_\_\_ Date: \_\_\_\_\_



HIBIKE: USER AGREEMENT,  
LIABILITY WAIVER AND RELEASE, VERSION 1.2

THIS RENTAL AGREEMENT CONTAINS RELEASES, WARRANTY LIMITATIONS, ASSUMPTION OF RISK PROVISIONS, AND INDEMNITY PROVISIONS, ALL OF WHICH LIMIT YOUR LEGAL RIGHTS AND REMEDIES. YOU SHOULD READ THIS AGREEMENT CAREFULLY BEFORE ENTERING INTO THIS AGREEMENT AND UNDERSTAND ITS BINDING EFFECTS.

THIS HIBIKE USER AGREEMENT, LIABILITY WAIVER AND RELEASE (this "Agreement") is made by and between the participant executing this Agreement ("Rider", "You", "User", or "Your"), HIBIKE and Secure Bike Share Hawaii LLC ("SBSH") as of the date User first participates in the Program (defined below) or uses any of the Program Equipment (defined below). By participating in the Program and using the Program Equipment, User hereby agrees to the terms and conditions of this Agreement.

RECITALS

1. HIBIKE is a self-service bicycle rental system within the Hawaii Island County (the "Program") managed by SBSH.
2. Bikesharing Stations (each, a "Station" and collectively, the "Stations") are composed of several elements, including (1) HIBIKE bicycle stations ("Stations"), (2) automated pay stations ("Pay Stations"), (3) separate stands that allow the docking of HIBIKE bicycles ("Bike Docks"), (4) HIBIKE bicycles ("each, a "Bicycle" and collectively, the "Bicycles"), and (5) all related equipment, personnel, and information. The Stations and Bicycles, and any other items or equipment associated therewith, are collectively referred to herein as the "Program Equipment".
3. User intends to participate in the Program and use the Program Equipment and, therefore, agrees to the terms and conditions of this Agreement, with the understanding that User's acceptance and agreement of the terms and conditions is a material requirement and condition precedent to User's participation in the Program and use of the Program Equipment. HIBIKE and SBSH reserve the right to refuse service to any User or potential User.

**I. Access Passes**

1. Plan Fees. When purchasing a plan granting you access to the program equipment, SBSH will charge your acceptable credit or debit card at the time of purchase. You agree to be charged the fee for the plan selected by you plus any "Extra Time Fees" and other Fees, if applicable set forth in "Fee Schedule" that you incur. You agree and acknowledge that a valid and active payment method must be saved on your plan account and have sufficient funds available during the entire of use of the program equipment. If for any reason your payment is declined, you will provide an alternative, valid and active payment method and pay all fees due at the time of update. Plans purchased through the HIBIKE website or any partnering mobile application have the option to automatically renew ("Auto-renew"). Users acknowledge they will authorize auto-renewal, unless they opt out. This authorizes SBSH to charge your credit or debit card for the plan price and add another month of the selected subscription, or an additional prepaid balance. Auto-renew will add the subsequent plan 2 days before each monthly plan ends or when your prepaid balance is less than 30 minutes remaining. You may cancel your auto-renew option at any time on the HIBIKE website, partnering app, or by contacting HIBIKE Customer service at 1-888-859-245. Each plan fee is subject to change at any time and is subject to applicable sales taxes and other local government charges.
2. Resident Only Plans. All Resident Only Plans are reserved for residents of the State of Hawaii and require a State of Hawaii billing address. Resident Only Plans are eligible to receive a mailed HIBIKE Pass (exclusive of hotels/hostels). SBSH has the right to terminate the users plan if user does not provide documentation within 14 days of a request made either by E-mail or phone for resident verification.
3. Extra Time Fees. Your ride time ("Trip") will be calculated beginning when You unlock and remove a HIBIKE bicycle from a Bike Dock and end when returned and properly secured in HIBIKE dock. A green signal light will indicate a bike has been properly secured and will mark the end of a users' trip. For the check-out or use of a Bicycle, User agrees to pay SBSH the applicable fees as set forth in "Fee Schedule". Extra Time Fees, incurred only for usage exceeding the time period established in the plan, will be charged at the time duration and rates specified in "Fee Schedule", which are subject to applicable sales taxes and other local government charges. The data generated by the HIBIKE system shall be proof of the duration of each Trip. SBSH reserves the right to charge any outstanding plan fees, extra time fees, and other fees in any fraction of or total outstanding balance.
4. Refund Policy. HIBIKE plans and fees are non-refundable and have no cash value. User's Plan Price will not be refunded if User relocates, is no longer able to participate in program or if User's plan access is terminated due to breach of this Agreement. Remaining minutes or time period on any HIBIKE plan have no cash value and may not be transferred to another Plan. Users are not entitled to any refund of Extra Time Fees or Plan. Partial or full refunds are at the sole discretion of SBSH; Administrative fees may apply.
5. Activation of Pass. Users who are residents of Hawaii who sign up for a Plan on HIBIKE website or partnering app receive their HIBIKE Pass via the US Mail. Users who use a Station to purchase a HIBIKE Plan will not receive a HIBIKE Pass. Instead, Users will use the same



credit or debit card used to purchase their plan to access Bicycles. A new 5-digit ride code will need to be generated each time the user wishes to release a Bicycle. The credit or debit card will be inserted into the Station's kiosk each time to receive a new 5-digit ride code to release a Bicycle.

6. Lost, Stolen, or Damaged Bicycles. The Trip Time data generated by the Services' computer is conclusive evidence of the period of use of a HIBIKE bicycle by a Rider. Your use of the Program Services is limited to a consecutive period of 12 hours. The user will ensure that the Bicycle is always locked and secured when unattended. If the HIBIKE bicycle is not returned to a Bike Dock within a consecutive period of 12 hours, then the HIBIKE bicycle is deemed lost or stolen until the HIBIKE bicycle is found and returned to a Bike Dock. SBSH reserves the right to charge the rider's credit or debit card a lost or stolen bike fee of up to \$1,200, and SBSH may file a police report with local authorities. The HIBIKE bicycle must be returned by Rider in the same condition in which it was rented. If the HIBIKE bicycle is returned in a state of disrepair, then user agrees to pay for any damage, including but not limited to replacement parts, and/or destruction or loss of the Bicycle (even if caused by someone else) while the Bicycle is checked out to User. For any Loss or theft of a HIBIKE bicycle that was released on a plan purchased by Rider, Rider must report the loss of theft by filing a formal police report with the local police department and also notify HIBIKE within 12 hours following the disappearance. User understands and agrees that he or she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bicycle, whether or not the fault of User.

7. Recovered Bicycles. Bicycles that are recovered by SBSH or its affiliates may be subject to a Bike Recovery fee as outlined in the "Fee Schedule". A recovered bicycle is defined as a bicycle that is found unattended, locked up or otherwise not in the possession of the User or someone the User has identified as an authorized user. Bike Recovery Fees are assessed at the sole discretion of SBSH. This fee does not exempt a User from Extra Time Fees or other fees.

8. Lost or Damaged HIBIKE Pass. User is responsible for any Bicycle accessed with User's HIBIKE Pass. No hole should be placed in HIBIKE Pass or altered in any way which could result in damage. If a HIBIKE Pass is lost or stolen, please call 1-888-859-2453 immediately to report the loss. SBSH will immediately disable the lost HIBIKE Pass and issue User a replacement HIBIKE Pass for a lost/stolen fee. The HIBIKE Pass replacement fee amount is specified in "Plan and Fee Schedule." Use of a lost or stolen HIBIKE Pass is the User's sole responsibility. User agrees and acknowledges the HIBIKE Pass is their responsibility and will be liable for any unauthorized use of it and will not seek relief, reimbursement, or refunds from SBSH as a result of lost, stolen, or misplaced HIBIKE Passes. A HIBIKE Pass that has become unusable may be replaced. A HIBIKE Pass replacement fee, of which the amount is specified in "Fee Schedule" will apply and the original HIBIKE Pass will be disabled.

9. Lost or Damaged HIBIKE bike Lock and key. User is responsible for the proper use of supplied HIBIKE bike lock and key. User is fully and completely responsible and liable for all damages, costs, and expenses arising from or related to the use of the supplied HIBIKE bike lock. If a HIBIKE bike lock key is lost, stolen, damaged, or otherwise rendered no longer operational, please call immediately at 1-888-859-2453 to report. The HIBIKE bike lock key replacement fee amount is specified in "Fee Schedule". The results of a lost, stolen, damaged HIBIKE bike lock key is the User's sole responsibility. User agrees and acknowledges the HIBIKE bike lock and key is their responsibility and User will still be liable for any unauthorized use of it and will not seek relief, reimbursement, or refunds from SBSH as a result of lost, stolen, or damaged Key.

10. Credit/Debit Card Matters. You must input a valid credit or debit card number and expiration date before You can purchase access to the Services. You represent and warrant to HIBIKE that You are authorized to use the credit or debit card. You authorize SBSH to charge Your credit or debit card for all fees incurred by You, subject to applicable sales taxes and other local government charges. User understands that the transaction may incur overdraft fees, foreign transactions fees or any other fees that are subject to the card issuer's policy, and User accepts that these additional fees are his or her responsibility. The user will not refute the charge for any reason. Any charge to the User's Credit Card shall constitute as a non-revocable charge. Any dispute or discussion over the charges incurred will be handled in good faith between SBSH and the user and will not involve the user's credit card company or financial institution.

11. Fee Schedule.

Extra Time Fees: \$4.50 per 30 Minutes or fraction thereof (Max charge \$95.50)

Other Fees

|                                |   |
|--------------------------------|---|
| Bike Replacement Fee:          | \$1200.00   |
| HIBIKE Pass Replacement Fee:   | \$5.00  |
| Bike Lock Key Replacement Fee: | \$20.00   |
| Bike Recovery Fee:             | \$50.00 per bike  |
| Administrative Fee:            | \$5 or 20% of the total transaction, whichever is greater |
| Replacement Bicycle Parts:     | Retail Value plus Labor                                   |

12. Prohibited Acts.



- a. You may not ride a HIBIKE bicycle if You are under 16 years of age. A minor who is 16 years of age or older may only use the Services if the minor's plan is purchased by, and the minor is under the responsibility of, the minor's parent or legal guardian. By authorizing use of the Services by a minor, the parent or legal guardian (i) agrees that he or she is fully and completely responsible and liable for all injuries, damages, costs, and expenses arising from or related to the minor's use of the Services, and (ii) represents, warrants, and agrees that he or she is the minor's parent or legal guardian and that he or she and the minor have all accepted and agreed, as Riders, to all terms and conditions of this Rental Agreement.
- b. You may not ride a HIBIKE bicycle while carrying any briefcase, backpack, bag, or other item if can impede Your ability to safely operate the HIBIKE bicycle.
- c. You may not use or wear any cellular telephone, tablet, laptop, text messaging device, portable music player, or other device that may distract You from safely operating a HIBIKE bicycle.
- d. You may not operate a HIBIKE bicycle while under the influence of any alcohol, drugs, medication, or other substance that may impair Your ability to safely operate a HIBIKE bicycle.
- e. Each HIBIKE bicycle is intended for use by one person only; You may not carry, tow, or otherwise transport a second person (including a child or pet) using a HIBIKE bicycle or in the basket.
- f. You may not dock or lock any bicycle other than a HIBIKE bicycle in or at any Station.
- g. You may not transport a HIBIKE bicycle by way of car, ferry or train, or ride a HIBIKE bicycle outside of the immediate service area.
- h. You may not use any locking mechanism, other than the locking mechanism provided in the Bike Dock, to lock a HIBIKE bicycle to a Bike Dock.
- i. You may not violate any applicable federal, state, or local law, or any command or instruction from law enforcement personnel, including those for bicycle riders.
- j. You may not modify, dismantle, write on, service, or otherwise alter or deface a HIBIKE bicycle or any part of a HIBIKE bicycle in any way. You may not write on, peel, or otherwise modify or deface any sticker on a HIBIKE bicycle in any way. You may not use a HIBIKE bicycle for any advertising or similar commercial purpose.
- k. You may not attach anything to a HIBIKE bicycle, including but not limited to baskets, cup-holders, electric drives, child seats, trailers or tandem bicycles.
- l. You may not exceed the maximum weight limit for the HIBIKE bicycle (260 pounds) or the basket (17 pounds), and You may not otherwise use the basket improperly with regard to type of contents or any visual obstruction or riding impediment. You understand the basket is not a child seat.
- m. You may not operate a HIBIKE bicycle in poor or dangerous weather or road conditions, including snow, hail, ice, sleet, freezing rain, or electrical storms, which could make it more dangerous to operate a HIBIKE bicycle. You must limit or adjust Your riding behavior and braking distance to suit the weather conditions, and You must promptly act in a safe manner and return, if it would be necessary and prudent to do so, Your HIBIKE bicycle to an available Bike Dock.
- n. You may not allow others to use a HIBIKE bicycle that You have removed from a Bike Dock. You understand that when You remove a HIBIKE bicycle from a Bike Dock, the HIBIKE bicycle may be used only by You. You may not transfer Your 5-digit ride code, or any other unique Rider information to any other person.
- o. User shall have a valid, active phone number on their account at all times. Users which are unreachable by phone may have their account suspended until the user can be reached by phone and verify their account.
- p. YOU UNDERSTAND AND ASSUME THE RISKS OF YOUR VIOLATION OF ANY PROHIBITED ACT SET OUT IN THIS SECTION. SUCH RISKS INCLUDE INJURY OR DEATH TO YOU AND OTHERS, DAMAGE TO OR DESTRUCTION OF YOUR AND OTHERS' PROPERTY, AND THE POTENTIAL THAT YOU WILL BE CITED OR ARRESTED FOR VIOLATION OF APPLICABLE LAWS.

## **II. Releases; No Warranties; Assumption of Risk; Indemnification by Rider.**

13. **Releases; No Warranties.** IN EXCHANGE FOR YOUR BEING ALLOWED TO USE ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, YOU (ACTING FOR YOURSELF AND FOR ALL OF YOUR FAMILY, HEIRS, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS, AND ASSIGNS) DO FULLY AND FOREVER RELEASE AND DISCHARGE ALL RELEASED PERSONS FROM ALL CLAIMS THAT YOU HAVE OR MAY HAVE AGAINST ANY RELEASED PERSON ARISING OUT OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES. SUCH RELEASES ARE INTENDED TO BE GENERAL AND COMPLETE RELEASES AND WAIVERS OF ALL CLAIMS ARISING OUT



OF OR IN ANY WAY RELATED TO YOUR USE OF THE SERVICES. THE RELEASED PERSONS MAY PLEAD SUCH RELEASES AS A COMPLETE AND SUFFICIENT DEFENSE TO ANY CLAIM, AND MAY DO SO AS INTENDED THIRD-PARTY BENEFICIARIES OF SUCH RELEASES, IF APPROPRIATE.

WITHOUT LIMITATION OF THE FOREGOING GENERAL RELEASES, YOU ACKNOWLEDGE AND AGREE THAT, EXCEPT AS MAY OTHERWISE BE LIMITED BY APPLICABLE LAW, HIBIKE AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE OUT OF OR RELATE TO (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS RENTAL AGREEMENT, (B) YOUR USE OF, OR INABILITY TO USE, ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, (C) YOUR BREACH OF THIS RENTAL AGREEMENT, INCLUDING BUT NOT LIMITED TO YOUR VIOLATION OF ANY PROHIBITED ACT SET OUT IN SECTION 5, OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU OR BY HIBIKE OR ANY RELEASED PERSON, (E) YOUR FAILURE TO WEAR A BICYCLE HELMET OR OTHER PROTECTIVE GEAR OR CLOTHING WHILE USING HIBIKE BICYCLE, OR THE FAILURE OF SUCH HELMET OR PROTECTIVE GEAR OR CLOTHING TO PREVENT DEATH OR INJURY, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU RELEASE AND WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF HIBIKE OR ANY OF THE OTHER RELEASED PERSONS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS.

YOU FURTHER SPECIFICALLY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, AND WITH RESPECT TO YOUR USE OF ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, HIBIKE AND ALL OTHER RELEASED PERSONS DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. ALL OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, AND RELATED INFORMATION ARE PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). HIBIKE AND ALL OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THAT ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION WILL BE IN GOOD REPAIR OR ERROR-FREE. YOU ACKNOWLEDGE AND AGREE THAT DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST WITH RESPECT TO ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE SERVICES, HIBIKE BICYCLES, STATIONS, BIKE DOCKS, OR RELATED INFORMATION, AND HIBIKE AND ALL OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. YOU ASSUME FULL AND COMPLETE RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES AND CLAIMS OF ANY KIND OR NATURE WHATSOEVER RELATED TO YOUR STOLEN OR LOST HIBIKE BICYCLE.

As used in this Part II and elsewhere in this Rental Agreement, "Claims" or "CLAIMS" means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys' fees, whether incurred at or in preparation for trial, appeal, mediation, or otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to (a) any of the Services, including any of the HIBIKE bicycles, Stations, Bike Docks, or related information, or (b) Your use of any of the foregoing. "Released Persons" or "RELEASED PERSONS" means, collectively, (i) HIBIKE and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, (ii) the County of Hawaii and all of their owners, officers, directors, employees, agents, representatives, successors, and assigns, and (iii) every sponsor of any of the Services and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns

**14. Assumption of Risk; Indemnification by Rider.** RIDER IS SOLELY AND FULLY RESPONSIBLE FOR THE SAFE OPERATION OF THE HIBIKE BICYCLE AT ALL TIMES. RIDER UNDERSTANDS THAT THIS AND OTHER SECTIONS IN THIS RENTAL AGREEMENT DESCRIBE AND RELATE TO THE RISKS RELATING TO RIDER'S USE OF THE SERVICES. RIDER AFFIRMS THAT RIDER HAS READ, UNDERSTANDS, AND ACCEPTS THE ENTIRE RENTAL AGREEMENT. RIDER AGREES THAT BICYCLES ARE MACHINES THAT MAY MALFUNCTION, EVEN IF THE BICYCLE IS PROPERLY MAINTAINED, AND THAT SUCH MALFUNCTION MAY CAUSE INJURY. RIDER FURTHER AGREES THAT, BEFORE ANY USE OF THE SERVICES, RIDER WILL PERFORM THE SAFETY INSPECTION DESCRIBED IN SECTION 8, AND RIDER WILL NOT USE A BICYCLE THAT FAILS THE SAFETY INSPECTION AND WILL NOTIFY HIBIKE OF SUCH FAILURE. RIDER AGREES THAT RIDING A HIBIKE BICYCLE INVOLVES MANY OBVIOUS AND NOT-SO-OBVIOUS RISKS, DANGERS, AND HAZARDS, WHICH MAY RESULT IN INJURY OR DEATH TO RIDER OR OTHERS, AS WELL AS DAMAGE TO PROPERTY, AND THAT SUCH RISKS, DANGERS, AND HAZARDS CANNOT ALWAYS BE PREDICTED OR AVOIDED. BY CHOOSING TO RIDE A BICYCLE PROVIDED THROUGH THE PROGRAM, USER ASSUMES ALL RESPONSIBILITY FOR ALL RELATED RISKS, DANGERS, AND HAZARDS, AND USER AGREES THAT SBSH AND THE OTHER RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY INJURY, DAMAGE, OR COST CAUSED BY USER WITH RESPECT TO ANY PERSON OR PROPERTY, INCLUDING THE BICYCLE ITSELF.

SUCH RISKS, DANGERS, AND HAZARDS INCLUDE AND RELATE TO, BUT ARE NOT LIMITED TO, OTHER VEHICLES, BICYCLES, PEDESTRIANS, OTHER THIRD PARTIES, BUILDINGS, OBJECTS, POTHOLES, WHEELSTOPS, CURBS, DOCKING PLATES, DELINEATORS, PAVEMENT CRACKS, RUTS, UNEVEN OR UNSTABLE ROADWAYS OR BIKE PATHS, LIGHT RAIL OR RAIL ROAD TRACKS, WEATHER CONDITIONS, ROAD CONDITIONS, ANIMALS, ROAD KILL, VEGETATION, AND OTHER PERMANENT OR TEMPORARY OBSTRUCTIONS ON OR NEAR ROADWAYS OR BIKE PATHS, THE POSSIBILITY OF CRIMINAL OR OTHER THIRD-PARTY ACTS OR OMISSIONS, BICYCLE OR COMPONENT MALFUNCTION, NEGLIGENT ACTS OR OMISSIONS BY ANY RELEASED PERSON, RIDER'S OR ANY THIRD PERSON'S NEGLIGENT ACTS OR OMISSIONS, AND RIDER'S UNDERLYING KNOWN OR UNKNOWN HEALTH CONDITIONS. RIDER AGREES THAT ALL SUCH RISKS, DANGERS, AND HAZARDS, WHETHER KNOWN OR UNKNOWN, ARE RIDER'S SOLE RESPONSIBILITY AND RIDER ASSUMES ALL RELATED RISKS.



RIDER AGREES THAT IF RIDER'S USE OF ANY OF THE SERVICES CAUSES ANY INJURY OR DAMAGE TO ANOTHER PERSON OR PROPERTY, RIDER MAY BE LIABLE FOR ALL RESULTING INJURIES, DAMAGES, AND RELATED COSTS. BY CHOOSING TO RIDE A HIBIKE BICYCLE, RIDER ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL RELATED FORESEEABLE AND UNFORESEEABLE RISKS, DANGERS, AND HAZARDS, AND RIDER AGREES THAT HIBIKE AND ALL OTHER RELEASED PERSONS ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY, DAMAGE, OR COST CAUSED BY RIDER WITH RESPECT TO ANY PERSON OR PROPERTY, INCLUDING THE HIBIKE BICYCLE ITSELF.

RIDER AGREES, WITHOUT LIMITATION, TO INDEMNIFY AND HOLD HARMLESS ALL RELEASED PERSONS FROM ANY DEATH, INJURY, OR DAMAGE TO RIDER, ANOTHER PERSON OR PERSONS, OR PROPERTY ARISING OUT OF OR IN ANY WAY CONNECTED TO RIDER'S USE OF THE SERVICES.

### III. Directions and Additional Terms of Use.

**15. Bicycle Safety Inspection.** Before each use of a HIBIKE bicycle, You must conduct a safety inspection of the HIBIKE bicycle, which includes inspecting for all of the following: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the seat, pedals, and basket; (v) alignment of the fender; (vi) good condition of the frame; and (vii) no sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. You shall not ride the HIBIKE bicycle if You notice any mechanical or other problem or safety issue; and, in such case, You must promptly notify HIBIKE of all problems and issues and use a different HIBIKE bicycle. You agree to press the "Faulty Bike" button within 1 minute after docking any HIBIKE bicycle that You notice has any mechanical or other problem or safety issue.

**16. Returning Bicycle.** To return a HIBIKE bicycle, You must secure it into an available Bike Dock. When the HIBIKE bicycle is properly secured, a signal light will turn yellow and then green, to confirm that the HIBIKE bicycle has been properly secured to the Bike Dock. If the HIBIKE bicycle is not properly secured to the Bike Dock, then the signal light will turn red. If the signal light turns red, then You must repeat the operation until the signal light turns green and the HIBIKE bicycle is properly secured in the Bike Dock. If after several attempts the signal light does not turn green, then You must return the HIBIKE bicycle to another available Bike Dock. If there is no available Bike Dock at the Station, then You must request on the Pay Station screen to obtain an additional 15-minutes in which to return the HIBIKE bicycle to another Station. No fee is charged to Rider for the additional 15-minutes. Any additional minutes remaining unused of the 15-minutes will not be credited to the Rider's Plan. Any HIBIKE bicycle that is not properly secured remains the sole responsibility of You, and the usage fees set forth in "Fee Schedule" will be charged.

**17. Obtaining Receipt.** Any User who has an active plan may print a receipt to confirm that the HIBIKE bicycle has been properly returned to the Bike Dock, by pushing the "Print Receipts" icon on the Pay Station screen. The date and time of return are indicated on the receipt are generated by the Services' computer and is conclusive evidence of the period of use of a HIBIKE bicycle by a Rider.

**18. Helmets; Safety.** HIBIKE recommends that all Riders wear a Snell, CPSC, ANSI, or ASTM approved helmet that has been properly sized, fitted, and fastened, according to the manufacturer's instructions. Wearing a Snell, CPSC, ANSI, or ASTM approved helmet, properly sized, fitted, and fastened, while cycling may protect against an injury or may lessen the severity of an injury caused by an impact to the head; however, bicycle helmets are not 100% effective, do not protect against all head injuries, and do not protect against other injuries. HIBIKE AND THE OTHER RELEASED PERSONS DO NOT REPRESENT OR WARRANT THE QUALITY OR SAFETY CHARACTERISTICS OF ANY HELMET, AND RIDER AGREES THAT HIBIKE AND THE OTHER RELEASED PERSONS ARE NOT LIABLE FOR ANY INJURY SUFFERED BY RIDER WHILE USING ANY OF THE SERVICES, WHETHER OR NOT RIDER IS WEARING A HELMET AT THE TIME OF INJURY. RIDER ASSUMES ALL RISK OF NOT WEARING A HELMET OR OTHER PROTECTIVE CLOTHING AND GEAR. Rider agrees that, when using any of the Services, Rider might need to take additional safety measures and precautions that are not specifically addressed in this Rental Agreement.

### 19. Additional Terms of Use.

1. You represent, warrant, and agree that You are a safe and competent bicycle operator, You are sufficiently fit and physically capable to safely ride a bicycle without any risk to Your health, You are knowledgeable about the operation of a bicycle, and You are knowledgeable about the laws pertaining to bicycles operated within the Hawaii County. Like any physical activity, riding a HIBIKE bicycle may cause minor or major injuries or discomfort and may worsen or complicate underlying medical conditions or diseases. By choosing to ride a HIBIKE bicycle, You assume all responsibilities and risks for all such injuries or other medical conditions.

2. You represent, warrant, and agree that HIBIKE is not responsible for providing or maintaining bicycle lanes or any other place where You may ride HIBIKE bicycles, and that HIBIKE and the other Released Persons do not guarantee that there will always be a safe place to ride a HIBIKE bicycle. Roads, bicycle lanes, and bicycle routes may become dangerous due to weather, traffic, or other hazards. You must not use a HIBIKE bicycle for racing, riding off road, or any other use, besides safe operation on public or private roads or property and designated bicycle routes.

3. You represent, warrant, and agree that HIBIKE and the other Released Persons are not common carriers. Alternative means of public and private transportation are available to the general public and to You, including public buses and rail services, taxis, and pedestrian paths. HIBIKE provides HIBIKE bicycles only as a convenience and recreational activity, not as a public service, and such rental



availability is intended to be used only by those persons who are able and qualified to operate a HIBIKE bicycle on their own and who have agreed to all terms and conditions of this Rental Agreement.

4. Rider must report to the police and to HIBIKE Customer Services at 1-(888) 859-2453 as soon as possible, but in no event later than 24 hours, after the occurrence of (i) any crash, damage, loss, or personal injury while using a HIBIKE bicycle, (ii) any vandalism of any of the Services, or (iii) any stolen or lost HIBIKE bicycle.

13. Limitations on Availability of Services. HIBIKE makes every effort to provide the Services for 365 days per year; however, HIBIKE does not guarantee that the Services will be available at all times, as force majeure events or other circumstances might prevent HIBIKE from providing the Services from time to time. Access to the Services also is conditioned on the availability of HIBIKE bicycles and available Bike Docks at each Station. HIBIKE does not represent or warrant the availability of any Services or the availability of any HIBIKE bicycles or Bike Docks at any Station. No sponsor of HIBIKE has any responsibility for providing any Services. Rider agrees that HIBIKE may require Rider to return a HIBIKE bicycle at any time.

#### IV. Miscellaneous.

20. Term and Termination. The term of this Rental Agreement begins when You first access the Services, and ends 10 years after Your last use of the Services; provided, however, that Your personal financial responsibility under Section 4 of this Rental Agreement, titled Credit/Debit Card Matters, expires one year after Your last use of the Services. At any time and from time to time, and without Your consent, HIBIKE may unilaterally terminate Your right to use any of the Services, in HIBIKE's sole discretion and without any notice or cause.

You may terminate Your use of the Services at any time; provided, however, that (i) no refund will be provided by HIBIKE, (ii) the term of this Rental Agreement continues in accordance with this Section, and (iii) You may still be charged any applicable additional fees arising under this Rental Agreement. This Rental Agreement remains in full force and effect, in accordance with its terms and conditions, after any termination of Your right to use any of the Services, regardless of how the Rental Agreement is terminated.

21. Notices. You may contact HIBIKE by writing, calling, or emailing HIBIKE at the address listed below:

HIBIKE  
529 Koula Street, Bay 2  
Honolulu, HI 96813

Customer Services: 1-(888) 859-2453  
info@hawaiiislandbike.com

22. Choice of Law; Dispute Resolution; Attorneys' Fees and Acceptance of Agreement and Terms and Conditions by User. This Rental Agreement is governed by, and must be construed and enforced in accordance with, the laws of the Hawaii excluding principles of conflicts of laws. For every dispute regarding this Rental Agreement: (i) each party consents to the jurisdiction of the courts of the Hawaii and agrees that those courts have personal jurisdiction over each party; (ii) venue must be in the Hawaii; and (iii) the parties must submit the dispute to mandatory mediation held in the Hawaii. Every mediation must be completed within 6 months of the date when the initial notice demanding mediation was provided by any party. If, for any reason, the dispute is not resolved through mediation within the 6-month period, then the parties may continue seeking to resolve the dispute by use of any process, including litigation by trial. Further, if SBSH prevails in litigation against, or settles a dispute with, a Rider to enforce its rights under this Rental Agreement, SBSH shall be entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at or in preparation for trial, appeal, mediation or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which SBSH may be entitled. Notwithstanding anything to the contrary contained in this Agreement, if either party institutes legal proceedings against the other in any manner related to this Agreement or the check out or use of a Bicycle, SBSH will not be responsible for any legal fees involved with prosecuting or defending against such legal proceedings.

User expressly acknowledges that he or she has carefully read this entire Agreement and understands this Agreement and expressly agrees to be bound by this Agreement. After careful deliberation, User voluntarily gives his or her consent and expressly agrees to all the conditions included in this Agreement as set forth above. SBSH will not be responsible for any legal fees involved with prosecuting or defending against such legal proceedings and User agrees to reimburse SBSH an amount equal to all attorney's fees, disbursements, and all other costs and expense incurred in the connection herewith. USER ACKNOWLEDGES, UNDERSTANDS AND AGREES TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AND FURTHER UNDERSTANDS THAT THIS AGREEMENT CONTAINS PROVISIONS WHICH RELEASE AND INDEMNIFY BSH, SBSH, AND THE OTHER RELEASED PARTIES FROM ANY COSTS, LIABILITIES OR INJURIES ASSOCIATED WITH USE OF A BICYCLE BY USER. USER FURTHER UNDERSTANDS THAT THE TERMS OF THIS AGREEMENT REQUIRE USER TO PAY FOR ANY LOST, STOLEN OR DAMAGED BICYCLE OR PROGRAM EQUIPMENT, WHETHER OR NOT CAUSED BY THE FAULT OF THE USER.

23. Disclaimer. USER ACKNOWLEDGES AND AGREES THAT THE USE OF ANY OF THE PROGRAM EQUIPMENT IS AT USER'S SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, SBSH, HIBIKE AND THE OTHER RELEASED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE





PROGRAM AND ANY OF THE PROGRAM EQUIPMENT, WHICH ARE ALL PROVIDED "AS IS" AND "AS AVAILABLE" (AND USER RELIES ON THEM SOLELY AT USER'S OWN RISK). NONE OF THE RELEASED PARTIES REPRESENT OR WARRANT THAT ANY OF THE PROGRAM EQUIPMENT WILL BE IN GOOD REPAIR OR DEFECT-FREE. USER ASSUMES FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY OF THE PROGRAM EQUIPMENT, AND NONE OF THE RELEASED PARTIES ARE LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. USER ASSUMES FULL RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, COSTS, EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS, OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER RELATED TO A STOLEN OR LOST BICYCLE.

**24. Waivers.** No waiver of any breach of any provision of this Rental Agreement is a waiver of any other breach or of any other provision of this Rental Agreement. The terms of this Rental Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.

For good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, You do hereby knowingly, voluntarily, and irrevocably: (1) give Your full and unconditional consent to HIBIKE and its affiliates, successors, and assigns to use at any time and from time to time, without any restriction, Your appearance and voice in photographs, videos, and other recordings, on all websites and for all press, promotional, advertising, publicity, and other commercial purposes, including all formats and media, whether now known or hereafter devised, throughout the world and in perpetuity; (2) grant to HIBIKE and its affiliates, successors, and assigns (a) the right to photograph, videotape, and otherwise record Your appearance and voice, at any time and from time to time, (b) all rights, copyrights, title, and interests in the results of such photographs, videos, and other recordings, as a work for hire for copyright purposes, and (c) the right to use, reproduce, exhibit, distribute, transmit, alter, and exploit, at any time and from time to time and as HIBIKE may decide in its sole discretion, the photographs, videos, and other recordings, or any component thereof, and all related merchandising, promotions, advertising, and publicity; and (3) waive, release, and discharge all Released Persons from all Claims that You have or may have for any libel, defamation, invasion of privacy, right of publicity, infringement of copyright, or violation of any right granted by You in this paragraph.

**24. Privacy Policy.** HIBIKE's collection and use of personal information in connection with the Services is as provided in our Privacy Policy, located at <https://www.hawaiiislandbike.com>

**25. Cumulative Remedies.** All rights and remedies granted under or referred to in this Rental Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

**26. Final Agreement.** Modification by HIBIKE. This Rental Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Rental Agreement supersedes all other prior agreements, written or oral, relating to such subject matter. At any time and from time to time, and without Rider's consent, HIBIKE may unilaterally amend, modify, or change this Rental Agreement, in its sole discretion and without any notice or cause. By continuing to use any Services after any amendment, modification, or change, Rider has agreed to be bound by all such amendments, modifications, and changes. Rider must carefully review this Rental Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes. Notwithstanding any provision in this Rental Agreement that may be to the contrary, the pricing set forth on the Pay Station supersedes all pricing set forth in this Rental Agreement.

**27. Severability.** If a court deems any provision of this Rental Agreement illegal or otherwise unenforceable for any reason, Rider agrees that that provision shall be severed from the Rental Agreement and shall be inoperative, and the remainder of the Rental Agreement shall remain operative and shall be binding on the parties.

Rider Agreement to Rental Agreement, Liability Waiver and Release

I certify that I am the Rider, I am 18 years of age or older, and I have read and agreed to the terms and conditions set forth in this Rental Agreement, Liability Waiver and Release.

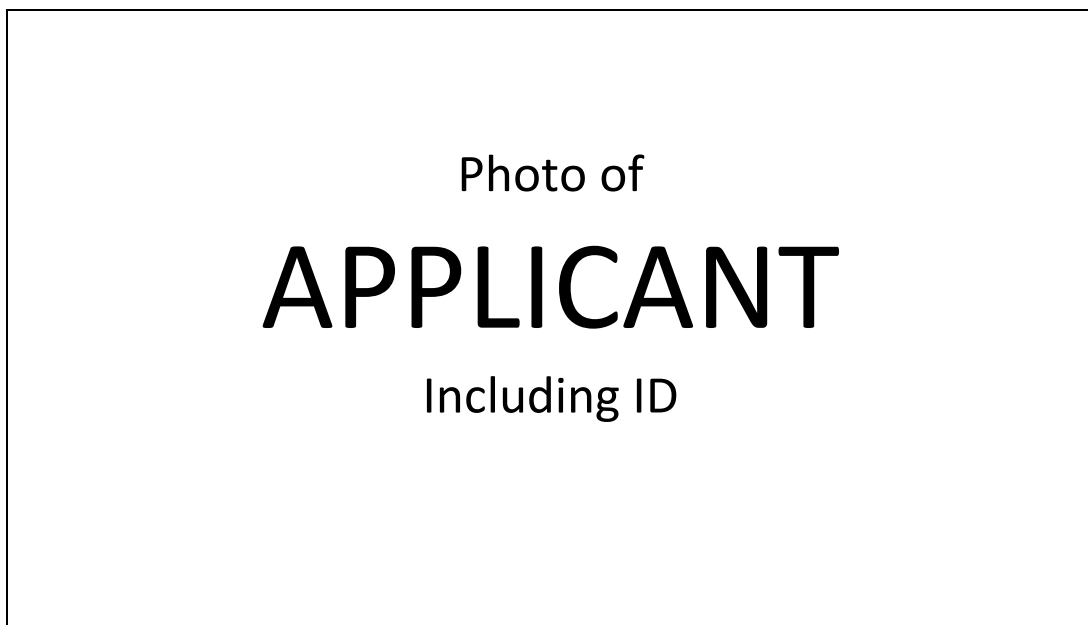
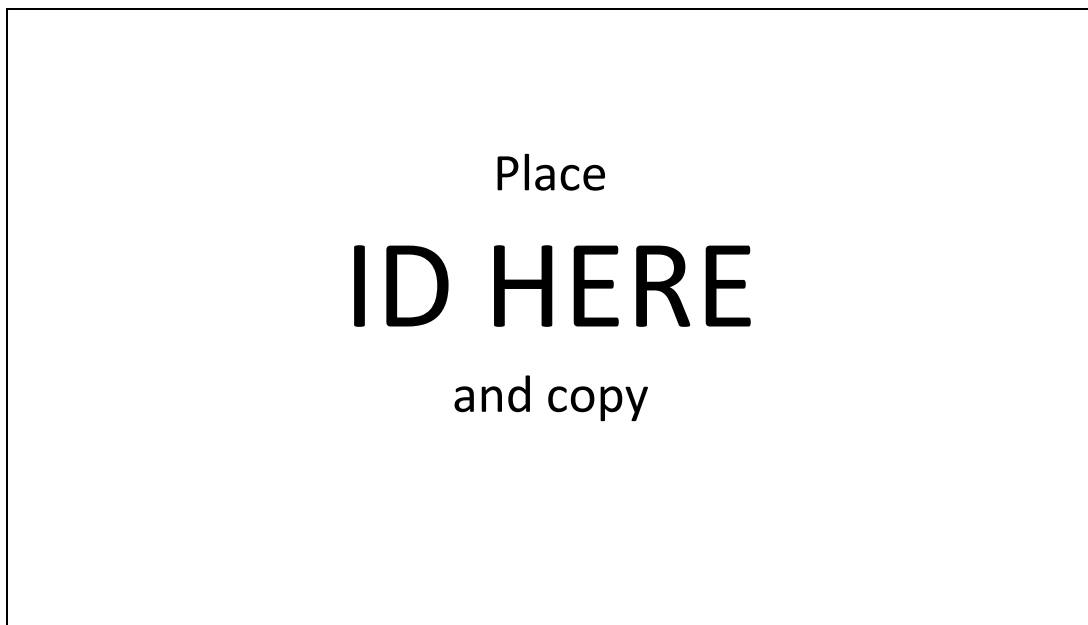
OR

I certify that I am the Parent or Legal Guardian of the Rider, who is 16 years of age or older, and I have read the terms and conditions set forth in this Rental Agreement, Liability Waiver and Release on behalf of myself and the Rider, and I authorize the use of the Services by such minor Rider.

\_\_\_\_\_  
Name Printed

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date



### **Application Checklist**

- Copy of photo ID.
- Fully completed access program application form, signed.
- Hibike user agreement, signed.
- Photo of applicants face which also includes submitted photo ID.