

Lark 'N Ride Bicycle User Agreement and Liability Waiver

Larkin Development Group (LDG) requires that Rider agrees to all terms and conditions in this Bicycle User Agreement and Liability Waiver, which are intended to promote the safe use of Lark 'N Ride bicycles and apply to all users. Rider should Carefully Read all terms and conditions before entering this agreement.

This document constitutes the entire Agreement (“Agreement”) between (a) Rider (“Rider”), the person agreeing to use the bicycle (“Bike”), and (b) Larkin Development Group (“LDG”) including any and all related entities (598 Main Street LLC, LCo Building LLC, Mill Race Commons LLC, Larkin Square LLC, HHZ Realty LLC, City Clubhouse LLC, Sammer Holdings LLC or Larkin Development LLC.)

Changes to Terms. We may modify this Agreement from time to time, and such modification will be effective upon its posting on our website. If you have submitted an e-mail address, we will attempt to notify you by email when we update the terms of this Agreement.

General Use of Bike: Agreements and Restrictions.

Rider is sole user: LDG expressly agrees to let, and the Rider expressly agrees to take on, use of the Bike subject to the terms and conditions set out herein. The Rider solely responsible for compliance with all terms and conditions contained herein.

1. Rider is 18 or older and is actively a tenant at a property owned by LDG (726 Exchange Street, 239 Van Rensselaer Street, 799 Seneca Street, 740 Seneca Street, 872 Seneca Street or 864 Seneca Street, located in Buffalo, NY 14210): If Rider intentionally or unintentionally misrepresents Rider’s age or tenancy, Rider accepts full responsibility and is liable for any consequence, 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 any such intentional or unintentional misrepresentation.
2. Rider is a competent bike operator: Rider represents and certifies that he/she is physically fit to ride the Bike and also that Rider is familiar with the operation of the Bike and is reasonably competent to ride the Bike.
3. Bike is exclusive property of LDG: Rider agrees that the Bike, and any equipment attached thereto, at all times, remains the exclusive property of LDG. Rider will not make any type of modification to the Bike at any time.
4. Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available Monday – Friday 8:00am to 5:00pm, with seasonal limitations. Bikes must be rented within the maximum rental time limits set forth in (5) below. Bikes are limited and are available on a first come first serve basis.
5. Maximum Rental Time and Charges: Bike MUST be returned by 5:00pm on the same day of departure (including lock & key to the Main Lobby Security Desk of 726 Exchange St.) Rider agrees that they will return the Bike to the designated Lark 'N Ride Bike Station by 5:00pm the same day of departure. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. If the Bike is not returned within 24 hours, the

Bike will be considered stolen, and the Rider will be wholly responsible for the replacement of the Bike.

6. Lark 'N Ride Bicycles may be used and/or operated only within the limits of the City of Buffalo: Rider agrees to only use, operate and/or ride the Bike in the City of Buffalo.
7. Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City of Buffalo.
8. Rider must not use, ride and/or operate Bike if impaired: Rider agrees that he/she will not, under any circumstances, use, ride and/or operate the Bike if he/she has consumed, ingested and/or used alcohol or drugs and/or has a blood concentration above the jurisdictional limit prescribed.
9. Bike is intended for only limited types of use: Rider agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.
10. Rider must report accident, stolen or lost Bike: Rider agrees that he/she must immediately report to LDG Facilities 716-849-0077 and the Buffalo Police Department an accident, involving a Bike. Rider agrees that he/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 lost, stolen or damaged Bike.
11. Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to LDG in the same condition received, ordinary wear and tear expected. Rider agrees to ensure that the Bike is always locked and secured when unattended.

Waiver and/or Limitation of Liability

1. For and in consideration of use of the Bike, Rider specifically forever releases and relinquishes and discharges Larkin Development Group (LDG) and any and all related entities (598 Main Street LLC, LCo Building LLC, Mill Race Commons LLC, Larkin Square LLC, HHZ Realty LLC, City Clubhouse LLC, Sammer Holdings LLC or Larkin Development LLC) from any and all claims, liability, cause (s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; maintenance, design, use and/or operation of the Bike; the Lark 'N Ride program, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this agreement any such claims, rights, and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider (and guardian(s), if applicable) does(do) so on behalf of Rider's heirs, executors, administrators and assigns.
2. Rider expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of LDG and/or the negligence of others, whether based upon breach of

contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3. Rider voluntarily agrees, understands and recognizes that Rider will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the LDG Larkin 'N Ride program, in consideration for using and/or operating the Bike.
4. This agreement is governed by the applicable laws of the State of New York. If any provision of this agreement is found to be unenforceable, all other provisions will be given full force and effect.
5. Acceptance of Agreement and Terms and Conditions by Rider: Rider expressly acknowledges that he/she has carefully read the entire Agreement fully and expressly agrees to be bound by this Agreement. After careful deliberation, Rider voluntarily gives his/her consent and expressly agrees to all the conditions included in this Agreement as set forth above. Rider has read, understands and expressly agrees to the above Agreement and Terms and Conditions. This agreement is effective the date noted below.

By signing below, I acknowledge that I have read, understood and agree to all of the terms and conditions set forth above in the Lark 'N Ride Agreement. I understand and assume all responsibility for all related risks, dangers and hazards and am solely and fully responsible for the safe operation of the Larkin District bicycle at all times.

User / Rider (Printed) _____

Company _____

Suite # _____

E-Mail _____

Cell Phone _____

Office Phone _____

Signature _____

Date _____