

## Bowhead Design Corporation Sale, Waiver and Release from Liability Agreement

Bowhead Design Corporation ("Bowhead") sells the Bowhead Reach™ and Bowhead RX™ Adventure-E bikes, and/or other bike components and accessories to purchasers. Purchaser(s) take delivery of the Bowhead bike(s) directly, or on behalf of a stipulated, engaged third-party. Bowhead and the Purchaser(s) shall be referred to hereafter as "the Parties." This Waiver and Release from Liability consummates the extent of the relationship between Bowhead and the Purchaser(s), and shall be referred to hereafter as the "Contract", and is in effect upon formal acceptance of the quote, or receipt of partial of full payment, or upon possession of the bike as taken by, or on behalf, of Purchaser.

Purchaser(s) agrees and understands that Bowhead cannot oversee or supervise the safety and proper usage of Purchaser's Bowhead bike and components and/or accessories. Consequently, Bowhead cannot be held responsible for the safe use or other actions by the Purchaser and/or future riders of Bowhead bikes.

Purchaser, being older than 16 years of age, and having made purchase of the Bowhead electric bike, agrees to all terms as follows:

Agrees and acknowledges that no one, including purchaser, should ride an electric bike while under the influence of alcohol or drugs, including prescription medications, or while otherwise incapacitated.

Agrees and acknowledges that no one, including purchaser, should ride an electric bike without an industry approved helmet.

Agrees and acknowledges that it is not safe to ride Bowhead electric bikes in hazardous conditions, including uneven or off-road terrain, significant rain or in snow, and assumes all risks of riding the Bowhead electric bikes under these and/or any other unsafe conditions. Understands that jumping the bike is dangerous and not an action intended for the bike. When riding the Bowhead electric bike, purchase agrees to obey any and all federal electric bike laws and regulations, and all other state, provincial, county, municipal and city laws, including electric bike laws.

Purchaser acknowledges and understands that riding a Bowhead electric bike is a dangerous activity that requires moderate to strenuous exercise and various degrees of skill and experience for individual riders. Understands that biking can result in serious injury to the person and damages to property. Voluntarily assumes any and all risk associated with loss, damage or physical injury that occurs while riding the Bowhead electric bike.

Purchaser is aware of the risks, hazards and dangers of personal injury, death and disability inherent in the use of electric bikes, including Bowhead bikes. Is aware that the usual risks, hazards and dangers of personal injury, disability and death are greater with lack of experience and/or failure to follow the warnings and instructions, including maintenance suggestions, provided by Bowhead directly and/or by information in its Operator's Manual, and within the manuals accompanying the various components of the Bowhead bike, access to which have been provided by Bowhead.

Hereby agrees to release and forever discharge Bowhead, and its agents, employees, officers, directors, component manufacturers, resellers, affiliates, and any and all other persons or entities acting on Bowhead's behalf from any and all legal claims, actions, damages, liability, costs, expenses or attorney fees related to, arising out of, or in any way connected to use of the Bowhead bikes, use of any other equipment or property supplied by Bowhead, or from any claim arising out of my presence, upon the Bowhead premises, whether or not such claims, actions, damages, liability, cost or expenses are caused by the negligence of Bowhead, including its agents, employees, officers, directors, component manufacturers and/or any and all other persons or entities acting on Bowhead's behalf. By completing the purchase transaction this quote represents, you surrender and waive any and all rights to sue or to exercise a legal right to seek damages from Bowhead, and/or its agents, employees, officers, directors, component manufacturers, resellers, affiliates, and any and all other persons or entities acting on Bowhead's behalf.

You have carefully read the foregoing and acknowledge, understand and AGREE to all of the above terms and conditions. You have had the opportunity to ask any and all questions regarding this Contract. By signing this quote and issuing payment for the Bowhead electric bike you assume all risks inherent in the purchase and use of an electric bike, and release Bowhead from any and all liability that may arise from my ownership and use of the Bowhead bike. This includes a release of Bowhead from any and all liability related to or arising out of a minor's use of the Bowhead bike.

**Binding Arbitration Clause:** The Parties agree that any dispute, controversy or claim arising out of or relating to this Contract or as a result of the use of a Bowhead bike and accessories; including warranty claims, defective product claims, physical injury claims, property damage claims and/or whether any of the aforementioned claims are arbitrable, will be referred to and finally determined by arbitration in accordance with the Judicial Arbitration and Mediation Services ("JAMS") International Arbitration Rules. The tribunal will consist of a sole arbitrator. Judgment upon the award rendered by the arbitrator may be entered by any court having jurisdiction thereof. In the event a party fails to proceed with arbitration as delineated in this paragraph, unsuccessfully challenges the arbitrator's award, or fails to comply with arbitrator's award, the other party is entitled to costs of suit including reasonable attorneys' fees for having to compel arbitration or defend or enforce an award.

Dean Miller

CEO/President

Bowhead Corporation

01/01/21