

DECLARATION OF RIDING EXPERIENCE, ACCEPTANCE OF TESTING, ASSUMPTION OF RISK, WAIVER & RELEASE AGREEMENT – TO BE SIGNED BY ANY RIDER

The present declaration is issued by **Arianna & Friends Srl**, the **tour operator** that organizes, sells and carries out vespa tours in cooperation with the Vespa rental companies Multirent, Becuzzi Rent or Bellini Rent. The present declaration is directly and solely related to the **booking contract of a Vespa tour** and **regulates liability of Arianna & Friends and of any of its guides or operators** involved in the Vespa tour.

DECLARATION OF CONSOLIDATED RIDING EXPERIENCE BEFORE BOOKING A TOUR:

I, the undersigned, as rider of a rented vespa during the tour, understand that the Vespa tours provided by the tour operator Arianna & Friends **are addressed exclusively to people with consolidated experience at riding motorized bikes or scooters** and NOT addressed and designed for beginners or riders with little experience. Therefore:

☐ I DECLARE THAT I AM FULLY ABLE TO RIDE SCOOTERS OR MOTORBIKES AND I HAVE A CONSOLIDATED EXPERIENCE AS A SCOOTER RIDER

☐ I DECLARE THAT I HAVE BEEN RIDING SCOOTERS UNTIL RECENT TIMES SO I HAVE NOT LOST MY ABILITY SINCE MY LAST USE OF A SCOOTER

☐ I AGREE THAT MY SAFETY IS THE MAIN REASON OF THIS DECLARATION

ACCEPTANCE OF THE TESTING PRACTICE AFTER SIGNING THE RENTAL CONTRACT, BEFORE STARTING THE TOUR:

I, the undersigned, as rider of a rented vespa during the tour, understand and accept that the tour guide and/or the vespa renter will test my riding experience before starting the tour, after signing the rental contract. Therefore:

☐ I WILL UNDERGO THE TESTING PRACTICE OF MY RIDING SKILL THROUGH A STANDARD 8-SHAPED ROTATION AROUND PINS & BRAKING INTO A SPACE

☐ I AM AWARE THAT THE GUIDE MAY CANCEL THE TOUR IF I FAIL MY PRACTICE AND I AM NOT ENTITLED TO A REFUND FOR THE CANCELLED TOUR

ASSUMPTION OF RISK:

I understand and accept that renting a vehicle from the company Multirent, Becuzzi Rent or Bellini Rent and participating in a vespa tour led by the guide provided by the tour operator Arianna & Friends exposes me and my passenger to hazards that may entail unavoidable risk, personal injury (including but not limited to spinal or head injury), loss of or damage to property and death. I also understand that I and my passenger should be in good physical health to participate in the tour, and I confirm that I and my passenger have no significant health issues that prevent us from participating in the tour. I and my passenger have no medical conditions, nor have I and my passenger diagnosed with a condition that prevents us from touring. In spite of the aforementioned risks and acknowledgements, **I hereby assume all risk of injury or loss of life to myself and my passenger and loss of or damage to property arising out of renting this vehicle and participating in touring.** I understand the inherent risk involved in using this rental equipment and **accept full responsibility** for any and all such damage or injury which may result.

WAIVER AND RELEASE:

In consideration of renting this vehicle to participate in this vespa tour, the receipt and sufficiency of which are hereby acknowledged, **I specifically remise, release and forever discharge Arianna & Friends Srl** and its affiliates, officers, agents, employees, servants, successors, heirs, executors, administrators and personal representatives of and from all, and all manners of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which I ever had, now have, or which my 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 vehicle, or in any way arising out of the contract relationship between me and my passenger and Arianna & Friends Srl. This discharge specifically includes, but is not limited to, any and all liability or claims for injury, illness, loss of life or loss of or damage to property which I or my passenger may suffer while renting this vehicle and participating in touring. Moreover, this discharge specifically includes, but is not limited to, liability or claims for injury, illness, loss of life or damage caused by the negligence of Arianna & Friends or its affiliates, officers, agents, or employees. It is my intent by the present agreement to **release Arianna & Friends Srl and hold it harmless** from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of Arianna & Friends Srl or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs to me and/or my passenger while I am engaged in renting this vehicle and/or participating in touring, **I will have no right to make a claim or file a lawsuit against Arianna & Friends Srl** or its affiliates, officers, agents or employees, even if they or any of them negligently cause my injury and/or my passenger's injury, illness, loss of life or damage. Therefore:

☐ I REALIZE THE IMPORTANCE OF WEARING A HELMET. A HELMET MUST BE WORN AT ALL TIMES DURING THE VESPA RIDING.

☐ I UNDERSTAND THAT I CANNOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

☐ I UNDERSTAND THAT THIS ACTIVITY MAY RESULT IN HAZARDS POSED BY OTHER VEHICLES AND TRAFFIC OR ROAD CONDITIONS.

☐ I UNDERSTAND THAT THIS ACTIVITY MAY RESULT IN SEVERE INJURY, INCLUDING BUT NOT LIMITED TO SPINAL OR HEAD INJURY.

☐ I RELEASE ARIANNA & FRIENDS AND ITS STAFF FROM ANY RESPONSIBILITY RELATED TO THIS ACTIVITY AND I ASSUME ALL RISKS IMPLIED BY THIS ACTIVITY.

I HAVE CAREFULLY READ THIS AGREEMENT IN ITS ENTIRETY AND UNDERSTAND ITS CONTENT, SO I SIGN IT VOLUNTARILY.

Date: _____

Name & Surname: _____

Signature: _____