



SANTA MONICA PEDICAB OPERATOR BEACH BIKE-PATH LOTTERY AGREEMENT	Official Use Only
	BL # _____
Department of Transportation Mobility Division 1685 Main Street, MS-38 Santa Monica, CA 90401 Phone: 310-458-8291 Email: transportation.planning@santamonica.gov	Program Decal # _____

CITY OF SANTA MONICA PEDICAB OPERATOR—BEACH BIKE PATH LOTTERY AGREEMENT

Business Information

Legal Business Name/DBA: _____	
Contact Name: _____	
Phone: _____	Email: _____
Vehicle Decal: _____	Serial Number: _____

Waiver and Release of Liability (“Waiver and Release”) - full Release of Liability must be signed by all operators selected in the Beach Bike-Path Lottery.

COMPLIANCE WITH ALL RULES. I agree to obey all rules and regulations applicable to owning and operating a pedicab in the City of Santa Monica (the “City”) generally and on the Beach Bike-Path specifically.

NON-ELECTRIC PEDICAB. I, on behalf of myself or my company, am agreeing that the pedicab selected for the Beach Bike-Path Lottery shall be a non-electric pedicab. I understand and agree that a pedicab with a disabled motor does not meet the City’s standard to be classified as a non-electric pedicab. Any motor previously associated with the pedicab must be completely removed from the vehicle to be permitted to operate on the Beach Bike-Path. I, on behalf of myself or my company, will be responsible for informing any contractors that shall operate pedicabs associated with my company of the non-electric pedicab requirement.

PROGRAM. I acknowledge and agree to participate in the initial implementation of the Beach Bike-Path Pedicab Program. As such, I understand and agree that the City’s Pedicab Rules and Regulations may be updated throughout the fiscal year.

WAIVER AND RELEASE OF LIABILITY. I, intending to be legally bound for myself, my heirs, and my business (collectively, “Potential Claimants”), hereby waive, release, and discharge the City, and its elected officials, officers, agents, employees, and volunteers (hereinafter collectively referred to as “Releasees”) from any and all claims for damages and/or liability, whether caused by any active or passive negligent act or omission of the Releasees in connection with my, or my company’s, participation in the Lottery, and promise not to sue the Releasees for any damages I and/or any Potential Claimants incur. This release and waiver extends to all claims of every kind or nature whatsoever, foreseen or unforeseen, known or unknown.

CHOICE OF LAW. I understand and agree that the law of the State of California will apply to this Waiver and Release.

MISCELLANEOUS. I acknowledge and agree that this Waiver and Release is binding upon my business assigns and legal representatives. I agree that this Waiver and Release is intended to be as broad and inclusive as is permitted by California law. I further agree that this Waiver and Release is severable and that if any clause is found invalid, the balance of the Waiver and Release will remain in effect, valid, and enforceable.

RULES & REGULATIONS. I have received a copy of the City’s Pedicab Rules and Regulations (June 2024). _____ (initials)

I HAVE READ THIS WAIVER AND RELEASE OF LIABILITY, KNOW, UNDERSTAND AND AGREE TO BE BOUND BY ITS CONTENTS, AND SIGN IT OF MY OWN FREE WILL.

Signor’s Full Legal Name: _____

Signature: _____ Date: _____

This decal to operate a pedicab vehicle on the Beach Bike-Path shall be valid until June 30, 2025.