



## Elizabethtown College Bike Share Program Release and Waiver of Liability, Assumption of Risk, and Indemnity

I, \_\_\_\_\_ ("Cyclist or Rider") am a current Elizabethtown College community member, am over the age of 18, and therefore have the legal capacity to enter into this agreement. The Elizabethtown College Bike Share Program ("Program") has released a bicycle available on loan to cyclists rider associated with Elizabethtown College, and I would like to participate. Therefore, I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. Acknowledge, agree, and represent that I understand the nature of the Elizabethtown College Bike Share Program and that I am qualified, in good health, and in proper physical condition to borrow a bicycle from this Program. I further acknowledge that I will use the bicycle over public roads and facilities open to the public and upon which the hazards of traveling may be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue biking.
2. Agree to abide by all the Program's Terms of Use outlined on the backside of this Release and Waiver of Liability. I further acknowledge that if I break these terms, I will be permanently banned from participating in the Program at this or any other time. I may also be held responsible financially for any damages or losses incurred.
3. Fully understand that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the condition in which the biking takes place, or the negligence of the "Releasees" named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my biking.
4. Hereby release, discharge and covenant not to sue the Program and Elizabethtown College, its administrators, directors, agents, officers, members, and volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the cycling takes place, (each considered one of the "Releasees" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each for the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THIS RELEASE AND WAIVER \_\_\_\_\_ SIGNER'S INITIALS \_\_\_\_\_ SIGNER'S CURRENT AGE \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

## Elizabethtown College Bike Share Program Terms and Conditions of Use

I, \_\_\_\_\_ ("Cyclist") will CAREFULLY READ all terms and conditions before entering this Agreement.

1. Must inspect bicycle before use, riding and/or operation. I agree to ensure the bicycle is in proper working order BEFORE using the bicycle and while within 20 feet of the Bike Station. I will examine and test the bicycle's operating parts including but not limited to: the brakes, lights, steering apparatus, tires, pedals and lock, before using/or operating the bicycle. This is not intended to be an exhaustive list. I will adjust bike seat to fit physique. If inspection and initial testing of the bicycle indicates any defect, damage or failure to operate as a normal bicycle, the bicycle shall not be used and/or operated, and I will contact and notify College Bike Share Program ("Program") of any and all repairs that the bicycle may need as soon as possible.
2. Understand that the Program is responsible for repairing all the Bike Share bicycles, and so I will not attempt to repair the bicycle myself. I agree to accept any costs I incur from damages caused through an attempt to repair a bicycle, and to release the Program and Elizabethtown College from all liability if any injuries occur during an attempt to repair the bicycle.
3. Accept that the bicycle is exclusive property of the Elizabethtown College Bike Share Program: I agree that the bicycle and any equipment attached thereto, at all times, remains the exclusive property of the Program. I will not make any type of modification to the bicycle at any time. If through my modifications the bicycle is damaged, I will accept the incurred costs.
4. Will use a helmet at all times during biking to decrease the chance of risks occurring. The rider will use their own helmet.
5. Agree to follow all laws pertaining to the use, riding and/or operation of the bicycle, including all state and local laws and the rules and regulations pertaining to bicycles in Pennsylvania. I certify that I am familiar with the laws, rules, and regulations pertaining to the use, riding and/or operating of the bicycle before riding. I acknowledge and understand that the Program does not provide training regarding the use or operation of the bicycle.
6. Will not, under any circumstances, use, ride and/or operate the bicycle after consuming, ingesting and/or using alcohol or drugs and/or if I have a blood alcohol concentration about the jurisdictional limit prescribed.
7. Agree to not, under any circumstance, use, ride, and/or operate the Bike in inclement or dangerous weather, including but not limited to severe lightning storms, tornados, hurricanes, icy conditions, fog, and /or heavy rain, hail or snowfall. I also acknowledge that the Program will take a hiatus during the winter months.
8. Further understand that the bicycle is intended for only limited types of use: I will not use the bicycle for racing, mountain bike riding, stunt or trick riding. I will not allow any third party to use the bicycle, in any way whatsoever, whether free of charge or for consideration. I will not carry and/or transport any person or passengers on the bicycle under any circumstances. I shall not add any kind of seat or modification to allow someone to ride on any part of the bicycle.
9. Acknowledge that the use of front carrier/basket is limited: I will not fill the front carrier/basket with heavy items as this may create an unsafe condition and affect my balance and steering control. I further acknowledge that the front carrier/basket of the bicycle is intended to carry light loads only.
10. Accept and abide by the Bike Operating Hours and bicycle availability: Bikes must be returned within the maximum loan time limits allowed at the designated areas. Bicycles are limited, and bicycles may not be available for loan at all times.

11. Agree to return bicycle and key to designated bike rack by the end of the loan period. If I fail to return the bicycle and related equipment by the end of the loan period, my membership may be temporarily suspended or charge me a fee for the purchase of the bicycle and/or key/equipment if it is not returned within 48 hours. This fee will include the bicycle and lock/key/equipment itself. After my third suspension, I understand that my participation in the Bike Share Program may be permanently terminated.
12. Agree to immediately report to the Program and Campus Security a stolen or lost bicycle and/or lock. I am 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.
13. Agree to return the bicycle and lock/equipment to the Program in the same condition received, ordinary wear and tear expected. I agree to ensure that the Bike is always locked and secured when unattended. Bikes come with a metal U-lock, and only this locking mechanism should be used. Any other lock will be removed, possibly damaged or destroyed, and the Program will not be responsible for the replacement of this lock. The Program will not be responsible for any lost, stolen, destroyed, and/or damaged bicycles under any circumstances, regardless of whether bicycle locks were used, broken and/or not properly functioning. I agree to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike, even if the damage was caused by someone else. All repairs needed as a result of any such loss, destruction, or damage, will be performed at the normal labor rates. In the event the Bike is lost, destroyed, or damaged beyond repair, regardless of fault or cause, I agree to pay the Program the full replacement value of the equipment.
14. Understand the Program shall have the right to revise, change, and modify the terms and conditions contained in this Agreement at any time without prior written notification by posting the revised Agreement on the Site. I shall be solely responsible for reviewing and becoming familiar with any modification to this Agreement. Use and/or operation of the bicycle by me following any modifications to this Agreement constitutes my acceptance of the Terms and Conditions as modified.

AFTER CAREFUL DELIBERATION, I VOLUNTARILY GIVE MY CONSENT AND EXPRESSLY AGREE TO ALL THE CONDITIONS INCLUDED IN THIS AGREEMENT AS SET FORTH ABOVE. BY SIGNING BELOW, I AGREE THAT I, ("CYCLIST"), HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS.

PRINTED NAME OF PARTICIPANT: \_\_\_\_\_

STUDENT ID: \_\_\_\_\_ CELL PHONE #: \_\_\_\_\_

EMAIL: \_\_\_\_\_ DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_