

URSINUS COLLEGE BIKESHARE PROGRAM ASSUMPTION OF RISK, RELEASE AND INDEMNITY

I, the "Cyclist", am a current Ursinus College community member and am over the age of 18. The Ursinus College BikeShare Program ("Program") makes bicycles available on loan to members of the College community. I understand that my participation in the Program is completely voluntary and freely choose to participate in the Program.

With this understanding, I, for myself, my heirs, successors, assigns and personal representatives:

1. Acknowledge, agree, and represent that I understand the nature of the Ursinus College BikeShare 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. 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 do not fully comply with these terms, I may 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 may be caused by my own actions, or inactions, the actions or inactions of others, the conditions in which the biking takes place, or the negligence of the "Releasees" named below; (c) there may be OTHER RISKS AND POTENTIAL HARMS, INJURIES, LOSSES AND DAMAGES 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 SUCH HARMS, INJURIES, LOSSES AND DAMAGES I incur as a result of my participation in the Program..
4. Hereby release, forever discharge and covenant not to sue the Program and Ursinus 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 ANY AND ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, HARMS, INJURIES OR DAMAGES I sustain to my person or property or both, including any such liability, claims, demands, losses, harms, injuries or damages caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations;
5. Hereby indemnify, defend, save and hold harmless each for the Releasees from any and all liability, loss, damage or expense, including attorney's fees, that may result from my negligent or intentional act or omission, which arise out of, occur during, or are in any way connected with my participation in the Program.

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 AND AGREE TO THIS RELEASE AND WAIVER

URSINUS COLLEGE BIKESHARE PROGRAM TERMS AND CONDITIONS OF USE

I, ("Cyclist") agree to the following terms and conditions for participating in the Ursinus College Bikeshare Program:

1. I am required and agree to inspect the 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 bicycle seat to fit my body. If my inspection and initial testing of the bicycle indicates any defect, damage or failure to operate as a normal bicycle, I agree not to use or operate the bicycle, and I will contact and notify Ursinus College BikeShare Program ("Program") at **ucbikeshare@ursinus.edu** of any and all defects, damages or failures as soon as possible.
 - 1a. Understand that the Program is responsible for repairing all the BikeShare 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 Ursinus College from all liability if any injuries occur during an attempt to repair the bicycle.
2. I acknowledge that the bicycle is exclusive property of Ursinus College BikeShare 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 responsibility for paying all resulting costs.
3. I will use a bike helmet at all times during biking; I acknowledge that I must obtain my own bike helmet to wear.
4. I agree to follow all federal, state and/or local laws and/or regulations relating to the use, riding and/or operation of bicycles. 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.
5. I affirm that I have the required experience and expertise to ride a bicycle. I acknowledge and understand that the Program does not provide training regarding the use or operation of the bicycle.
6. I will not, under any circumstances, use, ride and/or operate the bicycle after consuming, ingesting and/or using alcohol or drugs.
7. I agree not to use, ride, and/or operate the Bicycle in inclement, poor or dangerous weather, including but not limited to rain, ice, snow, fog, lightning storms, tornados, or hurricanes. I also acknowledge that the Program is not available during December and January for the winter months.
8. I 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 another person to use the bicycle. 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. I acknowledge that the use of carrier/basket is limited: I will not fill the carrier/basket with heavy items as this may create an unsafe condition and affect my balance and steering control. I further acknowledge that the carrier/basket of the bicycle is intended for carrying light loads only.
10. I accept and abide by the Bike Operating Hours and bicycle availability: I agree to check opening and closing times of program lending online or by emailing **ucbikeshare@ursinus.edu**. Bicycles must be returned within the maximum loan time limits allowed at the bike rental station. Bicycles are limited and Bike Stations may not have available bicycles for loan at all times.

11. I agree to return bicycle and key to designated Bike Station near Wismer by the end of each day of use. Failure to return bicycle and key by the end of the day will result in a late fine to be charged to me. If the bicycle and key not returned within 48 hours, then I will incur charge to replace the bicycle and components. This fee will include the bicycle itself as well as the price of replacing the locking mechanism. After the third time that I have failed to return the bike and/or key on a timely basis, my participation in the BikeShare Program may be permanently terminated.
12. I agree to report immediately to the Program and Campus Safety a stolen or lost bicycle and/or key. 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. I agree to return the bicycle and key to the Program in the same condition received, ordinary wear and tear expected. I agree to ensure that the bicycle is always locked and secured when unattended. Bicycles come with a metal U-lock, and only this locking mechanism may 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 bicycle, even if 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 that I agree to pay. In the event the bicycle 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. I agree to pay the annual BikeShare Membership Fee that covers the calendar dates of July 1st through June 30th of each year.
 - 14a. I further acknowledge that if I fail to comply fully with this Agreement, I may be permanently banned from participating in the BikeShare Program at this or any other time. I may also be held responsible financially for any damages or losses incurred. I agree to pay any of the following fines that I incur:
 - a) Late Bicycle Return Fine:
 - \$50 fine if bike is returned within 24 hours of scheduled return
 - \$100 if bike is returned after 24 hours but within 48 hours of scheduled return
 - Market Price of replacement bike and components if bike is not returned after 48 hours of its scheduled return
 - b) Late Key Return Fine: \$10/each day it is late
 - c) Lost Key Replacement Fine: \$25/incident
 - d) Lost Lock Replacement Fine: \$25/incident
 - e) Replacement of Bicycle: market price for new bicycle of similar specs (typically \$500 - \$1,000)
15. I 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.

[Check Box] AFTER CAREFUL DELIBERATION, I VOLUNTARILY GIVE MY CONSENT AND EXPRESSLY AGREE TO THE FOREGOING AGREEMENT AND TERMS AND CONDITIONS. BY CLICKING THE BOX, I AGREE THAT I, ("CYCLIST"), HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS.