

## Washington College Bike Share Program sponsored by SGA Assumption of Risk, Release, and Indemnification Agreement

As a current student of Washington College, I acknowledge that I have been extended the privilege of borrowing a bicycle and related accessories (the "Equipment") through the College's Bike Share Program (the "Program"). I understand that I must make arrangements with the SGA and Public Safety to use the Equipment. I further agree to comply with the attached Terms and Conditions of the Program which are part of this Agreement.

I acknowledge that my use of the equipment will be unsupervised and that I am solely responsible for my use of the Equipment. I further acknowledge that bicycling may involve a significant risk of bodily injury, including permanent disability, paralysis, and possibly death, and/or damage to property of myself or others. These risks may result from the use of the Equipment, including failure or malfunction of the Equipment, from the activity itself, from the weather, terrain, or other natural conditions, from the acts of others, including vehicle traffic, from the unavailability of transportation or emergency medical care, from lack of hydration, or other sources. I realize that it is not possible to list specifically each and every risk. However, knowing the material risks and appreciating, knowing and reasonably anticipating that injuries and even death are possible, I hereby expressly assume all of the risks of injury or death that could occur by reason of my use of the Equipment.

In consideration of the permission granted to me to use the Equipment under the terms and conditions described above, I do hereby, for myself, my heirs, administrators and assigns, **RELEASE AND HOLD HARMLESS** Washington College, its trustees, officers, agents and employees from any and all liability, actions, causes of action, claims, or demands of any kind and nature whatsoever, including attorneys fees and costs, which may arise or in connection with my use of the Equipment. I further agree to **HOLD HARMLESS AND INDEMNIFY** Washington College, its trustees, officers, agents and employees from any and all liability, actions, causes of action, claims, or demands of any kind and nature whatsoever, including attorneys fees and costs, which may arise or in connection with my use of the Equipment.

I understand I am held responsible for any lost, damaged or broken equipment that I have signed out. If bike, helmet, lock, and bike lock are not returned to Public Safety in the same condition as when taken out, I am subject to repairs and/or replacement cost.

I represent and certify that I am at least 18 years of age or, if I am under 18, that I have the permission of my parent(s) and/or guardian(s) to participate in the stated activities as acknowledged by his, her or their signature(s) at time of bike checkout. I certify that my use of the Equipment is voluntary. **I certify that I have an adequate knowledge of cycling and road safety and that I have the requisite physical ability and training to properly and safely use the equipment.**

## **Bike Share Terms and Conditions**

Each time you check out a bicycle and its appropriate equipment, **you agree to the following**

### **Terms and Conditions:**

- 1 Prior to checking out a bike, I have read registered under the Bike Share Program, having read the Terms and Conditions and agreeing to them.
- 2 Presentation of your student ID is required at time of check-out, to compare with the list of students who have signed the T&Cs.
- 3 I will follow all rules of the road to avoid damage to equipment or yourself.
- 4 I will lock up the bike and equipment will be stored in a safe place when not in use.
- 5 I am the only one allowed to use the bike during the time I have it.
- 6 I assume responsibility for the care of the bike while it is checked out.
- 7 I will return the bike and other equipment to Public Safety within the time allotted for check-out.
- 8 ***For summer: I will return the bike during the first week of Fall 2017 classes***
- 9 ***For summer: I will notify Public Safety should anything happen to the bike over the summer.***
- 10 Any damages caused to the bikes during normal wear and tear, or lost and/or stolen equipment must be reported when checking the bikes back in. Any damages caused by the users or that are left unreported will result in a fine to my student account for costs of repairs. If bikes have been stolen or lost due to lack of locking and storing equipment, student accounts may be charged for a full price of a bike.  
Replacing the bike is a set price of \$250.  
Replacing the key/lock set is a set price of \$14.
- 11 You must return bikes to the Bike Share bike rack outside Somerset or Wicomico hall. If the bike is not returned to the correct location, we will assume it to be missing and you will be charged for the bike. *If you're unsure where Somerset and Wicomico are, ask Public Safety prior to returning the bike.*
- 12 Bike return hours are AFTER 4pm until midnight. This is when dispatchers will be present to collect keys.

Failure to comply with the rules will result in a "strike". After three strikes, the privilege of the program will be revoked for the student for the semester. In addition, Public Safety and/or SGA reserve the right to terminate anyone's privilege in certain circumstances.

**BY PROVIDING MY SIGNATURE AT TIME OF CHECK-OUT, I AGREE TO THE ASSUMPTION OF RISK, RELEASE, AND INDEMNIFICATION AGREEMENT AS WELL AS THE TERMS AND CONDITIONS LISTED ABOVE.**

Name:

ID #:

Date checked out:

Date to be returned:

Bike #:

Helmet taken:

Signature: