

AGREEMENT FOR USE OF BICYCLE AND RELEASE AND WAIVER OF LIABILITY

The _____ Rochester Institute of Technology (“RIT”), owns a number of bicycles (“Bike”) and biking equipment (“Equipment”). RIT wants to make these Bikes available for use by _____ (“Rider”). To ensure that the Bike is used properly, and to ensure that Rider behaves responsibly, this agreement defines Rider’s obligations made in exchange for using RIT’s Bike.

Name of Rider
Email:
Phone No.
Address:

Other:

PLEASE READ CAREFULLY BEFORE SIGNING

AGREEMENT FOR USE OF BIKE

The Rider agrees to ride safely and with consideration for all other users of the either road or trail. Rider agrees to read, know, and abide by any rules of RIT’s bike share program, and RIT.

BIKE RELEASE AND WAIVER OF LIABILITY

I, the undersigned, in consideration of using the Bike, have read, understand and expressly agree to the following:

A. Risk of Personal Injury.

I understand that the risks of biking are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO BIKES, GEAR, AND CLOTHING, AND CAUSING DAMAGE TO AND/OR INJURING OTHERS; falling; loss of control; encountering trees, limbs, brush, rocks, structures, ropes, barriers, or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, cliffs, gravel, narrow trails, and/or lack of trails; **negligence** of other riders, persons, or vehicles.

B. Conditions and Representations.

I. I have made no misrepresentations to RIT in order to participate in the Bike Share Program. I warrant that I am physically fit and in a condition that will allow me to ride the Bike. I understand that RIT has not made, nor will make, any investigation into my physical fitness or ability to ride a Bike or participate in the Bike Share Program, and that RIT is relying on my warranty concerning my physical condition.

II. All instructions for the use of any bike(s) or other biking equipment (the “Equipment”) have been made clear to me, and I fully understand how to use the Equipment. I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment while it is in my possession.

III. I understand that RIT strongly recommends that I use a helmet while riding the Bike. I understand that wearing a helmet may decrease the risk of head injury.

IV. The Bike as given to me is working properly. I am physically and mentally able to ride the bike and I am familiar with bike riding and its physical and mental requirements and risks involved.

V. I will read and follow all instructions and signs. I agree that RIT may revoke or confiscate the Bike and prevent my use of the Bike for any reason, including but not limited to unsafe or rude conduct or failure to obey instructions or any violations of the terms of this agreement and waiver.

C. Emergency Medical Treatment. I grant RIT permission to authorize emergency medical treatment for me as RIT deems appropriate, and I agree that such action by RIT shall be subject to the terms of this Agreement. I understand and agree that RIT assumes no responsibility for any injury or damage which might arise out of or in connection with such authorized emergency medical treatment.

D. Release of all Liability (including negligence).

I AGREE TO FULLY RELEASE AND DISCHARGE RIT FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of RIT to myself or any other person or property, as a result my participation in bike usage, or bike riding. I fully understand and agree to release RIT for its negligence in causing in whole or in part any injury to me.

E. Express Assumption of Risks.

I EXPRESSLY ASSUME ALL RISK OF LOSS, DAMAGE OR INJURY OCCURRING AS A RESULT OF PARTICIPATING IN USAGE, AND/OR BIKE RIDING, INCLUDING THE RISK OF RIT'S NEGLIGENCE. I UNDERSTAND THAT RIT SHALL BE LIABLE ONLY IN THE EVENT OF GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

F. Promise Not To Sue and Hold Harmless.

I AGREE NO LAWSUIT WILL BE FILED BY ME OR ON MY BEHALF AGAINST RIT as a result of my participation in the Bike rental or in bike riding. If I do file a lawsuit, I agree to pay any attorney fees, costs or judgments incurred by **RIT** even if **RIT** is found negligent. I **FURTHER AGREE TO INDEMNIFY RIT AND HOLD IT HARMLESS FOR ANY DAMAGES, INJURIES, JUDGEMENTS OR LAWSUITS**, including any attorney's fees and costs incurred by **RIT** as a result of my use of the bike or any lawsuits resulting from my use. I agree my obligation to indemnify and hold **RIT** harmless. I understand this is a contract, which limits my legal rights, and it is binding upon me, my heirs and legal representative. If portions of this agreement are invalid, it is agreed the remaining portions will remain intact and enforceable. By signing the Release of Liability the undersigned acknowledges she or he has fully read and understands the above and foregoing.

I agree to the terms of this agreement and waiver.

Signature of Rider:_____Date:_____

All Riders under the age of 18 years are required to have a parent or legal guardian read and also sign this Release: The parent and the Rider have read, understand and agree to comply with this Release. By signing this document, the parent or guardian agrees to each of the provisions above, including to indemnify and hold **RIT**, its agents or employees harmless from any and all claims brought by the Rider or resulting from the Rider's actions, whether **RIT**, its agents or employees are negligent or not. The parent or guardian certifies that the Rider is familiar with the instructions and has shown to the parent or guardian that Rider can safely and competently use the equipment.

Signature of Parent/Guardian_____

Relation to Rider:_____Date:_____