

Big Red Bikes – Bike-Sharing Program

I, the undersigned, wish to participate in the Big Red Bikes Bike-Sharing Program (hereinafter “the program”). I hereby freely and voluntarily make the following acknowledgements and agree to the following terms and conditions:

[You must initial each line where indicated.]

REPRESENTATION OF ABILITY TO OPERATE A BICYCLE SAFELY

_____ I hereby represent and confirm that I am a competent bicycle operator, I am sufficiently fit to safely operate a program bicycle, and I have no medical conditions that would interfere with my ability to use a program bicycle.

_____ I further certify that I am of lawful age (18 years or older) and otherwise legally competent to sign this Liability Waiver and Release Form. I further understand that the terms of this agreement are

ACKNOWLEDGEMENT - SAFETY

_____ I acknowledge that I have been advised to wear an approved helmet while cycling. I hereby covenant and agree to wear an ANSI or SNELL approved helmet during participation in the Program.

_____ I am aware that the use of the bicycle is subject to any applicable Cornell University, municipal, and New York State vehicle and traffic laws.

_____ I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes, and gear shifters.

ASSUMPTION OF RISKS

_____ I am aware that cycling activities involve many risks, dangers and hazards including, but not limited to: changing weather conditions; mechanical failure of the equipment; loss of balance; difficulty or inability to control one’s speed and direction; variation

or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the cycling surface including holes or depressions in the roads; exposed rock, snow, ice, earth and other natural objects; streams, creeks and rivers; cliffs and crevasses; collision with exposed rock, snow, ice, earth, trees or other natural or man-made objects on or adjacent to the cycling terrain; and encounters with wildlife, collision with pedestrians, vehicles or other cyclists.

_____ Being fully aware of the risks involved in cycling activities, I **FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM.**

_____ I further acknowledge, understand, and agree that Cornell University is not providing any supervision, guidance, or instruction in connection with my use of the bicycle. Notwithstanding this lack of involvement by Cornell University, I am voluntarily using the bicycle and am not relying on Cornell University in any way to provide protection against the risks and injuries I know are inherent in cycling.

_____ I UNDERSTAND AND AGREE THAT I AM ASSUMING THE RISK OF NEGLIGENCE ON THE PART OF CORNELL UNIVERSITY AND ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES, INCLUDING THE FAILURE BY CORNELL – INCLUDING THE STAFF OF BIG RED BIKES – TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES.

_____ I AM RESPONSIBLE FOR ANY DAMAGE TO THE PROGRAM BICYCLE OR BICYCLE PARTS AND ACCESSORIES INCLUDED WITH THE BICYCLE DURING MY USE. I AM FINANCIALLY RESPONSIBLE FOR REPLACING OR REPAIRING THE BICYCLE AND ANY OF ITS COMPONENTS UPON BENDING, BREAKING, RIPPING, OR THEFT DURING MY RENTAL.

RELEASE OF LIABILITY, WAIVER OF CLAIMS, AND INDEMNITY AGREEMENT

_____ In consideration of Big Red Bikes allowing me to use a bicycle, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against Cornell University, its trustees, officers, employees, agents, representatives, successors and assigns, including the staff and volunteers working for and on behalf of Big Red Bikes (all of whom are hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer resulting from my participation in the program and my use of the bicycle DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF ADVENTURE ACTIVITIES REFERRED TO ABOVE;
2. TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in adventure activities;
3. This Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity;
4. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of New York and no other jurisdiction; and
5. In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the program, its bicycles, or cycling generally, other than what is set forth in this Agreement.

_____ I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

OTHER TERMS OF USE OF THE BICYCLE

_____ In consideration of Big Red Bikes allowing me to use a bicycle, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby further agree as follows:

a. I will conduct a safety inspection of the program bicycle, which includes inspecting the following: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the seat, pedals, and basket; (v) good condition of the frame; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. I agree not to ride the program bicycle if I notice any mechanical or other problem or safety issue, and I agree to promptly notify Big Red Bikes of all problems and issues and to use a different program bicycle. I further agree to check in any bicycle in need of repair and to notify Big Red Bikes of any and all repairs that the bicycle needs at check in.

b. I will not ride a program bicycle while carrying any briefcase, backpack, bag, or other item else, if it impedes my ability to operate the bicycle safely.

c. I will not use any cellular telephone, text messaging device, portable music player, or other device that may distract me from safely operating a program bicycle.

d. I will not operate a program bicycle while under the influence of any alcohol, drugs, or other substance that may impair my ability to safely operate a program bicycle.

e. I will not carry a second person on a program bicycle.

f. I will not violate any applicable federal, state, or local law, including those for bicycle riders.

g. I will not operate a program bicycle in extreme weather conditions, including snow, hail, and electrical storms, which make it more dangerous to operate a program bicycle.

h. Wearing a Snell, CPSC, ANSI, or ASTM approved helmet, properly sized, fitted, and fastened, while cycling may protect against an injury, or may lessen the severity of an injury, caused by an impact to the head; however, bicycle helmets are not 100% effective, do not protect against all head injuries, and do not protect against other injuries. Although some state and local laws do not require bicycle riders to wear helmets, Big Red Bikes recommends that all riders wear a Snell, CPSC, ANSI, or ASTM approved helmet that has been properly sized, fitted, and fastened, according to the manufacturer's instructions. Big Red Bikes does not represent or warrant the quality or safety characteristics of any helmet, and User agrees that Big Red Bikes must not be held liable for any injury suffered by User while using the Service, whether or not User is wearing a helmet at the time of injury.