

Bikes! Acknowledgement of Risk and General Waiver of Liability

Bikes! allows any student with a valid ID to borrow a bike, free-of-charge, using the Library's check-out system. Library staff can explain the check-out and drop-off procedures and hours.

I, the undersigned, wish to participate in the Bikes! program and agree to any and all of the following:

1. I understand the nature of bicycling activities, and I testify that I am qualified, in good health, and in proper physical condition to participate in such activities. I further acknowledge that biking may be conducted over roads and facilities that are open to the public; thereby increasing hazards to cyclists. I am borrowing a bicycle freely and voluntarily and am not required to do so by ----.
2. I agree that the Equipment (bike, lock, helmet) will be used exclusively by me and agree that the bike, helmet and lock are in good condition and of an appropriate size for my use. I accept full responsibility for care of the Equipment during check-out and agree not to alter the Equipment in any manner. I agree to use the bike light if riding anytime between dusk and dawn, per Vermont law. ---- strongly encourages using a helmet and provides one with every bike check-out. I understand that if I choose not to wear a helmet I am taking a serious risk to my health and safety.
3. I agree that I am fully responsible for any damage or loss of the Equipment while checked-out to me, whether caused by me or another party. The full replacement cost of the Equipment may be up to \$700, depending on the bike model that I borrow.
4. I agree to treat these bicycles in a safe and proper manner. I agree to avoid serious off-road terrain, "trick" riding, jumping of the bicycle, pulling or carrying any other person while using the Equipment. If a bike needs repair, I will inform the ---- Bikes! coordinator.
5. I am familiar with and agree to comply with state and local traffic laws governing bicycles and will ask the ---- Bikes! coordinator if I have questions about the rules of the road.
6. I fully understand that bicycling may include activities that bear risks and dangers from which bodily injury, including permanent disability, paralysis, and death ("risks") may occur. I also acknowledge that 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 activity takes place, or the possible negligence of other parties. I also realize that there may be other risks such as social and/or economic losses, either not known to me, or not readily foreseeable at this time, and I fully accept and assume all responsibility for any and all such risks and losses related to my use of an ---- bicycle.
7. **I, in consideration of being allowed to use a bicycle, do hereby agree to defend, save and hold harmless, discharge and release ----- their officers, trustees, employees, students, and volunteers from any and all liability, claims, causes of action, damages or demands of any kind and nature whatsoever that may arise from or in connection with my use of this bicycle, whether or not caused by the negligence or carelessness of ----- their officers, trustees, employees, students, and volunteers, or otherwise.**

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent:
(a) that I have read and understand this document in its entirety and sign it of my own free will; (b) that I am 18 years of age or older; and (c) that this Acknowledgement of Risk and Waiver of Liability, are the entire agreements between the parties hereto and their terms are contractual and not a mere recital.

Participant Name: _____ Signature: _____ Date: _____

For any questions about this Waiver of Liability please contact the General Counsel's office at _____ or 802.-----.