

## **WAIVER AND RELEASE AGREEMENT**

### **THE UNIVERSITY OF CHICAGO BIKE SHARE PROGRAM**

*THIS IS A LEGAL DOCUMENT: READ IT CAREFULLY BEFORE SIGNING*

I, \_\_\_\_\_ (“Cyclist”), am a current student/staff/faculty member of the University of Chicago, am over the age of eighteen (18), and have the legal authority to enter into this Waiver and Release Agreement (“Release”) on this the \_\_\_\_\_ day of \_\_\_\_\_, 200\_\_ as set forth herein.

WHEREAS, the University of Chicago (the “University”) operates the “Bike Share” program (the “Program”) to encourage cycling among faculty, staff and students to reduce single occupancy vehicle use and for health and environmental benefits;

WHEREAS, the University has made available a fleet of bicycles (collectively, the “Equipment”) to loan to users in the Program, including Cyclist;

WHEREAS, Cyclist desires to participate in and avail himself/herself of benefits of the Program; and

WHEREAS, Cyclist desires to borrow and use individual pieces of Equipment in connection with in connection with his/her participation in the Program.

NOW, THEREFORE, in consideration of the access to and use of the Equipment and the other foregoing premises, and the covenants, conditions and agreements hereinafter set forth, the Cyclist agree as follows:

1. Cyclist expressly assumes all risks resulting from and relating to his/her participation in the Program, including but not limited to, any and all risks associated with Cyclist’s use and operation of any of the Equipment.
2. Cyclist releases, covenants not to sue, and forever discharges the University, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, employees, students, and agents together with their successors and assigns, from and against any and all claims, demands, rights, and causes of action of whatever kind or nature, including, but not limited to, negligence arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily, and other personal injuries, damage to property, and the consequences thereof resulting from or relating to Cyclist’s use or operation of the Equipment, or participation in the Program.
3. Cyclist agrees to defend, indemnify and hold harmless the University, and its related entities, and each of their respective trustees, officers, directors, employees, students, and agents together with their successors and assigns, from and against any and all claims, suits, liabilities, costs and expenses, including reasonable attorney’s fees, for any death, injury, loss, or damage arising out or relating to of Cyclist’s use or operation of the Equipment, or

participation in the Program, except to the extent caused by the sole negligence of the University or its respective trustees, officers, directors, employees, or agents.

4. In addition to the indemnification provisions set forth above, Cyclist shall be responsible for and shall reimburse the University for any damages to the Equipment resulting from Cyclist's negligent or wrongful use or operation of the Equipment, such damages shall include, but are not limited to, repairs, parts, and replacement costs. Cyclist shall not be responsible from damages or failures of the Equipment resulting from normal wear and tear. If Cyclist produces a police report regarding a stolen bike, Cyclist may not be responsible for a lost bike charge.
5. Cyclist represents she/he is (A) aware of all applicable local, state and federal laws, rules, and regulations regarding the operation of the equipment on public roads; (B) is trained to and is capable of safely operating the Equipment within the scope of the Program's prescribed use as described herein; and (C) is legally able to operate the Equipment under the laws of the State of Illinois. Cyclist agrees to operate the Equipment in accordance with all applicable local, state and federal laws, rules, and regulations, including, but not limited to, wearing a helmet at all times while using the Equipment.
6. Cyclist hereby acknowledges and agrees that with the exception of reasonable routine maintenance and upkeep, the University is not responsible for the condition of the Equipment; therefore, Cyclist's acceptance of the Equipment is on an "AS IS" basis. THE UNIVERSITY HEREBY DISCLAIMS ANY AND ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION THOSE OF FITNESS FOR INTENDED USE, AND THE UNIVERSITY SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INCIDENTAL OR INDIRECT DAMAGES CAUSED BY THE EQUIPMENT OR CYCLIST'S USE THEREOF.
7. Cyclist represents and warrants that she/he has adequate medical insurance coverage in the event Cyclist sustains an injury during the use or operation of the Equipment, or while participating in the Program; and Cyclist agrees to provide the University with proof of such insurance upon request.
8. Cyclist agrees the covenants and agreements herein contained shall inure to the benefit of and be binding upon Cyclist's executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, Cyclist hereto executes this Release on the date first above written.

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_