

San Antonio BCycle: User Bike Sharing Agreement

TERMS AND CONDITIONS, RIDER'S RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS.

RIDER should CAREFULLY READ all terms and conditions before entering this Agreement.

1. PURPOSE OF AGREEMENT

This document constitutes the entire Agreement ("Agreement") between (a) RIDER, the person agreeing to lease and use the bike ("Bike"), and (b) B-Cycle LLC, its and corporate parent, Trek Retail Corporation, and Trek Bicycle Corporation (collectively, "BCYCLE").

2. GENERAL RENTAL AND USE OF BIKE: Agreements and Restrictions

2.1 RIDER is sole user: BCYCLE expressly agrees to let, and the RIDER expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. BCYCLE and the RIDER are the only parties to this Agreement. The RIDER is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein. RIDER acknowledges and understands that the representations herein are material inducements to BCYCLE and that BCYCLE is justified in relying on RIDER's representations.

2.2 RIDER is 18 or older: RIDER represents and certifies that RIDER is at least 18 years old. If RIDER intentionally or unintentionally misrepresents his/her age, RIDER accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such misrepresentation.

2.3 Bike is exclusive property of BCYCLE: RIDER agrees that the Bike and any equipment attached thereto, at all times, remains the exclusive property of BCYCLE. RIDER will not make any modification to the Bike at any time. This is a pedal-assist electric bicycle and can reach speeds up to 17mph with assistance. The motor only assists when you pedal.

2.4 RIDER is a competent bike operator: RIDER represents and certifies that he/she is familiar with the operation of the Bike, and is reasonably competent and physically fit to ride the Bike. You and others on the road may be surprised by how fast this e-bike can go. Higher speed increases the risk of an accident.

WARNING: If you are in an accident, you could be injured or killed. Ride safely by being aware of traffic, always wear a helmet, and follow all traffic laws.

2.5 Bike Operating Hours and Bike Availability: RIDER agrees and acknowledges that the Bikes are available seasonally, 7 days/week. Bikes must be rented within the maximum rental time limits set forth in 2.6 below. Bikes are limited and Bike availability at any station is never guaranteed.

2.6 MAXIMUM RENTAL TIME AND CHARGES: Maximum rental time is 24 hours. RIDER agrees that RIDER will return the Bike to a designated BCYCLE Bike Station within 24 hours of time that rental of the Bike began. RIDER may then rent again. RIDER agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. Bike Rental Charges are \$15.00 for a Day Access Pass and \$0.00 for the first hour, \$3.00 for each additional half hour thereafter. The maximum day charge is \$1000.00 and is based on a calendar day. Bike Rental Charges for Single Ride are \$5.00 for the first half hour, and \$5.00 each additional half hour thereafter. The maximum day charge is \$1000 and is based on a calendar day. Upon return of the bicycle, the rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Bikes not returned within 72 hours will be considered stolen, and Rider will be charged \$2500. Applicable local and state sales tax of 8.25% included in Rental and Replacement Charges.

2.7 Bike may be used and/or operated only in the City of San Antonio: RIDER agrees to only use, operate and/or ride the Bike in the City of San Antonio. RIDER will not, under any circumstances, remove the Bike from the City of San Antonio.

2.8 RIDER must follow rules of use and/or operation of Bike: RIDER agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City of San Antonio.

2.9 Bike is intended for only limited types of use: RIDER agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. RIDER agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. RIDER agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

2.10 RIDER's use of front carrier/basket is limited: RIDER acknowledges that the front carrier/basket of the Bike is intended for light goods only, and that he/she will not carry people or animals anywhere on the bicycle.

2.11 RIDER must report accident, stolen or lost Bike and/or San Antonio BCycle Membership Card: RIDER agrees that he/she must immediately report an accident, or a stolen or lost Bike to BCYCLE and Police.

Stolen or lost membership cards will be reported to BCYCLE. RIDER agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or San Antonio BCycle Membership Card.

2.12 RIDER responsibility related to Bike use and damage: RIDER agrees to return the BIKE to BCYCLE in the same condition received, ordinary wear and tear expected. RIDER agrees to ensure that the Bike is always locked and secured when unattended. Bikes may be equipped with wire locks; however, BCYCLE will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether Bike locks are used or not properly functioning. RIDER agrees to pay for destruction or loss of Bike and for any damage, including replacement parts. (RIDER agrees to pay for any loss even though damage was caused by someone else). All repairs needed as a result of any damage, will be performed at the normal labor rates. In the event the Bike is lost or damaged beyond repair, regardless of fault or cause, RIDER agrees to pay BCYCLE the full replacement value of the equipment.

3. LIMITATION OF LIABILITY

3.1 IN NO EVENT WILL BCYCLE, OR THE CITY OF SAN ANTONIO BE LIABLE FOR ANY INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING UNDER OR RELATING TO THIS AGREEMENT AND/OR RELATING TO RIDER'S OPERATION OR USE OF THE BIKE.

3.2 EXCEPT WHERE PROHIBITTED BY LAW, THE AGGREGATE LIABILITY OF BCYCLE, OR THE CITY OF SAN ANTONIO TO RIDER OR ANY THIRD PARTY ARISING FROM, RELATING TO OR CONNECTED WITH OUR THIS AGREEMENT AND/OR RELATING TO RIDER'S OPERATION OR USE OF THE BIKE SHALL NOT EXCEED THE AGGREGATE SUM OF RENTAL FEES PAID BY RIDER TO BCYCLE OVER THE PREVIOUS SIX MONTHS.

3.3 RIDER EXPRESSLY AGREES TO INDEMNIFY, RELEASE AND HOLD HARMLESS BCYCLE, AND THE CITY OF SAN ANTONIO FROM ALL LIABILITY FOR ANY SUCH PROPERTY LOSS OR DAMAGE, PERSONAL INJURY OR LOSS OF LIFE, WHETHER CAUSED BY THE SOLE OR PARTIAL NEGLIGENCE OF BCYCLE AND/OR THE NEGLIGENCE OF OTHERS, WHETHER BASED UPON BREACH OF CONTRACT, BREACH OF WARRANTY, ACTIVE OR PASSIVE NEGLIGENCE OR ANY OTHER LEGAL THEORY, IN CONSIDERATION FOR USING AND/OR OPERATING THE BIKE.

3.4 This agreement is governed by the applicable laws of the State of Wisconsin. If any provision of this agreement is found to be unenforceable, all other provisions will be given full force and effect.

4. ACCEPTANCE of AGREEMENT and TERMS and Conditions by RIDER: RIDER expressly acknowledges that he/she has carefully read the entire Agreement, including the Terms and Conditions, and understands this Agreement, including, but not limited to, the Waiver and Liability, Assumption of risk and Indemnification Provisions fully and expressly agrees to be bound by this Agreement. After careful deliberation, RIDER voluntarily gives his/her consent and expressly agrees to all the conditions included in this Agreement as set forth above.

Pedal-assist electric bicycles can reach speeds up to 15mph with assistance. The motor only assists when you pedal.

You and others on the road may be surprised by how fast this e-bike can go. Higher speed increases the risk of an accident.

WARNING: If you are in an accident, you could be injured or killed.

Always wear a helmet. Follow all laws. Ride Safely.