

## USER AGREEMENT

### TERMS AND CONDITIONS, RIDER'S RELEASE OF LIABILITY AND ASSUMPTION OF RISK. INDEMNIFY 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) U.S. of America acting by and through the Administrator of the General Services Administration (GSA).

#### 2. General Rental and Use of Bike: Agreements and Restrictions

**2.1 Rider is sole user:** [COMPANY NAME] 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. [COMPANY NAME] 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.

**2.2 Rider is employed at the Denver Federal Center:** rider represents and certifies to GSA that Rider is either employed by a federal agency (identify: \_\_\_\_\_) or is a contract employee of ( \_\_\_\_\_) under contract to (agency name: \_\_\_\_\_) at the DFC. If employment at the DFC ceases, for any reason, Rider shall no longer enjoy privileges under this Agreement and shall relinquish Rider's B-card.

**2.3 Rider is 18 or older:** Rider represents and certifies to GSA that Rider is at least 18 years old.

**2.4 Rider is a competent bike operator:** Rider represents and certifies that he/she is physically fit to ride the Bike and also that Rider is familiar with the operation of the Bike, rules of the road, and is reasonably competent to ride the Bike. Rider is responsible for providing any and all safety equipment, such as a properly fitted bike helmet.

**2.5 Bike is exclusive property of [COMPANY NAME]:** Rider agrees that the Bike and any equipment attached thereto, at all times, remains the exclusive property of GSA. Rider will not make any type of modification to the Bike at any time.

**2.6 Bike Operating Hours and Bike Availability:** Rider agrees and acknowledges that the Bikes are available June through September. Bikes must be rented within the maximum rental time limits set forth in 2.7 below. Bikes are limited and Bike Stations may not have available Bikes for rental at all times. To check the availability of Bikes, please refer to the rental locations and Bike availability on [WEBSITE].

**2.7 Maximum Rental Time and Charges:** The maximum rental time is 4 hours. Rider agrees that Rider will return the Bike to a designated bike station within no more than 4 hours from the 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.

**2.8 Bike may be used and/or operated only at the Denver Federal Center.** Rider agrees to only use, operate and/or ride the Bike in the Denver Federal Center. Rider will not, under any circumstances, remove the Bike from the Denver Federal Center.

**2.9 Rider must follow rules of use and/or operation of Bike:** Rider agrees to follow rules posted on the bike, kiosk and around the Denver Federal Center, as well as follow the rules of the road.

**2.10 Rider must not use, ride and /or operate Bike if impaired:** Rider agrees that he/she will not, under any circumstances, use, ride and/or operate the Bike if he/she has consumed, ingested and/or used alcohol or drugs and/or has a blood concentration above the jurisdictional limit prescribed.

**2.11 Bike is intended for official business 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.

**2.12 Rider's use of front carrier/basket is limited:** Rider agrees that he/she will not fill the front carrier/basket with heavy items as they may create an unsafe condition and affect Rider's balance and steering control. Rider acknowledges that the front carrier/basket of the Bike is intended to carry light goods only, and will not carry additional people or animals in the basket or anywhere on the Bike.

**2.13 Rider must report accident, stolen or lost Bike and/or B-cycle Membership Card:** Rider agrees that he/she must immediately report to GSA, the Lakewood Police Department, and DHS (Federal Protective Service) an accident, involving a Bike. Rider agrees that he/she will report a lost/stolen B-cycle Member Card to GSA. 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 B-cycle Membership Card.

**2.14 Rider responsibility related to Bike use and damage:** Rider agrees to return the Bike to GSA in the same condition received, ordinary wear and tear expected. Rider agrees to ensure that the Bike is always locked and secured when unattended.

### **3. Waiver and/or Limitation of Liability**

**3.1** For and in consideration of rental and use of the Bike, Rider specifically forever releases and relinquishes and discharges GSA, B-cycle, LLC, the City of Lakewood, all Sponsors as well as owners of property upon or near which stations are located ("Released Parties") from any and all claims, liability, cause (s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the B-cycle program, and/or its website, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this Agreement any such claims, rights, and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider (and guardian(s), if applicable) does(do) so on behalf of Rider's heirs, executors, administrators and assigns.

**3.2** Rider expressly agrees to indemnify, release and hold harmless Released Parties 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 GSA, the Released Parties 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.

**3.3** Rider voluntarily agrees not to sue Released Parties, understands and recognizes that Rider will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the **Denver Federal Center** B-cycle program, and/or this website, in consideration for using and/or operating the Bike.

**3.4** This paragraph 3 shall not operate to preclude an otherwise valid claim under workman's compensation statutes.

**3.5** This Agreement is governed by Federal law. 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. Rider has read, understands and expressly agrees to the above Agreement and Terms and Conditions.

This Agreement is effective [DATE].