

## **Clemson University Bike Share Program Assumption of Risk and Release from Liability**

### **TERMS AND CONDITIONS, USER'S RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS.**

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

I, (printed name) \_\_\_\_\_, ("USER")  
acknowledge that I would like to participate in the following program at Clemson University:

The Bike Share Program involves the sharing of bicycles at Clemson University (hereinafter University) provided by B-cycle. This is a green initiative intended to encourage and increase the use of bicycles on campus.

The Bike Share Program is sponsored by Clemson University Parking and Transportation Services (PATS).

In consideration for being allowed to rent a Bike Share Program bicycle for the rate structure determined by PATS, I the undersigned User, acknowledge, appreciate and agree that:

1. USER is sole user: Clemson University expressly agrees to let, and the User expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. Clemson University and the USER are the only parties to this Agreement. The USER is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.
2. USER is 18 or older: USER represents and certifies that USER is 18 years old. If USER intentionally or unintentionally misrepresents his/her age, USER 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.
3. USER is a competent bike operator: USER 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.
4. Bike is exclusive property of University: USER agrees that the Bike and any equipment attached thereto, at all times, remains the exclusive property of University. USER will not make any modification to the Bike at any time.
5. There are inherent risks involved with using a rented bicycle and/or the use of any bicycle, including but not limited to accidents due to defects or damage to the bicycle or its parts; accidents due to the failure of the bicycle or any of its parts; accidents due to the improper installation of parts; accidents with other bicycles, pedestrians, motor vehicles or other objects/vehicles; cuts, bruises and scrapes; head injuries; broken bones; muscle injuries; dehydration and other types of physical injuries and USER chooses to voluntarily participate in the Bike Share Program and rent a bicycle with full knowledge that said bicycle or use of the bicycle may be hazardous to me and my property. USER voluntarily assumes full responsibility for any risk of loss, property damage or

personal injury, including death, which may be sustained by me or others as a result of the rental of the bicycle and/or use of the bicycle.

6. USER has an accident and health insurance policy that will provide coverage for any injury or illness that may occur as a result of my use of a Bike Share Program bicycle. I understand that I am responsible for any and all costs relating to medical treatment or care of injuries or illness that I may suffer as a result of the rental and use of a Bike Share Program bicycle.
7. USER must report accident, stolen or lost Bike and/or Clemson Bike Share Program Membership Card: USER agrees that he/she must immediately report an accident, or a stolen or lost bike to Parking and Transportation Services and the Clemson University Police Department. Stolen or lost membership cards will be reported to Parking and Transportation Services. USER 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 Clemson Bike Share Program Membership Card.
8. USER agrees to return all rental equipment to a docking station within the agreed rental period in working condition to avoid additional charges. Additional charges are to be determined by PATS and B-cycle. **USER understands that Clemson University has the authority to charge fees to my University account if User fails to pay them myself, including the full cost of replacing any unreturned bicycle. I understand that I am responsible for the PATS Bike Share bicycle and that it must be returned to an appropriate bike share station on campus during the operational hours.**
9. I understand that I am responsible for complying with all applicable laws while using a Bike Share Program bicycle and I am responsible for safe use of the bicycle and use of appropriate clothing and gear while riding the bicycle. USER agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. USER 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. USER agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation. Here is a link to bicycle safety information provided by the National Highway Traffic Safety Administration (NHTSA) <http://www.nhtsa.gov/Bicycles> which states among other things that "Everyone, regardless of age or cycling experience, should wear a bike helmet. Your life might depend on it!"
10. I understand that the bike share program is only for use on the Main Campus at Clemson and on nearby bicycle safe roadways. Bike may be used and/or operated only on the Main Campus at Clemson. USER will not, under any circumstances, remove the Bike from the Main Campus at Clemson. Bicycle safe roadways are roadways with the share arrow designation, and if a bicycle lane is present, I understand I must ride in the bicycle lane. For a map of campus roads that are bicycle safe, please refer to <https://my.clemson.edu/#/map>. Additionally, I understand that I am to dismount from the bicycle in campus walk zones. For more information on walk zones, please visit <http://www.clemson.edu/campus-life/parking/students/bike-walk.html>.
11. USER's use of front carrier/basket is limited: USER 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.
12. For and in consideration of rental and use of the Bike, USER specifically forever releases and relinquishes and discharges Clemson University and its Board of Trustees, its officers, agents,

employees, students, volunteers and representatives, as well as B-cycle, LLC, 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 Clemson 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 by me (and my legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and my (and guardian(s), if applicable) does(do) so on behalf of my heirs, executors, administrators and assigns.

13. USER expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, including court costs and attorney’s fees, personal injury or loss of life, whether caused by the sole or partial negligence of Clemson 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.
14. USER voluntarily agrees, understands and recognizes that User 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 Clemson University Bike Share program, and/or this website, in consideration for using and/or operating the Bike.
15. This agreement is governed by the applicable laws of the State of South Carolina. If any provision of this agreement is found to be unenforceable, all other provisions will be given full force and effect

I HAVE CAREFULLY READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AND HAVE HAD SUFFICIENT TIME TO SEEK EXPLANATION OF THE PROVISIONS CONTAINED ABOVE. AFTER CAREFUL CONSIDERATION, I SIGN THIS DOCUMENT VOLUNTARILY AND WITHOUT ANY INDUCEMENT.

\_\_\_\_\_ Date Signed \_\_\_\_\_

USER’S SIGNATURE

**If the USER is under the age of 18, his or her parent or legal guardian must also sign:**

I, (printed name) \_\_\_\_\_, am the parent or legal guardian of the USER of a Bike Share Program bicycle who has signed above. I have read and I understand the provisions of this document, I consent to the rental of the bicycle in “as is” condition, I understand that I am responsible for making sure the bicycle is safe to use, and I fully enter into and agree to all of the above terms contained in this Assumption of Risk and Release from Liability on behalf of myself, my heirs, assigns, personal representatives, next of kin and the minor who has signed above.

\_\_\_\_\_ Date Signed \_\_\_\_\_

SIGNATURE OF PARENT OR LEGAL GUARDIAN