

BICYCLE SHARE PROGRAM

Bike It, You'll Like It!

**IMPORTANT: THIS IS A LEGAL DOCUMENT,
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING.**

**ASSUMPTION OF RISK, WAIVER OF LIABILITY AND
INDEMNIFICATION AGREEMENT ("AGREEMENT")**

This Agreement must be completed in order to participate in the activities associated with the Bicycle Share Program operated by UC Berkeley student organization "Bike It, You'll Like It!".

Participant's Information

Name (underline last name): _____

Student ID #: _____

Department: _____

Expected graduation date: _____

Address: _____

Phone # & E-mail: _____

Authorized Individual(s)

Name: _____ Relationship with Participant: _____

Name: _____ Relationship with Participant: _____

TERMS AND CONDITIONS

I, the undersigned, am the Participant named above.

I am familiar with the Bicycle Share Program ("Program") and agree to take full responsibility for the Program's shared bicycle(s) ("Bicycle(s)") while it is / they are under my watch. This includes adhering to all safety rules while riding the Bicycle(s) – wearing helmet(s) at all times and using the head- and tail-lights while riding at night, properly locking up the Bicycle(s), and storing the Bicycle(s) indoors whenever possible.

I will participate in the Program sponsored by Bike It, You'll Like It! ("Bike It") and the Graduate Assembly at the University of California, Berkeley, ("University"). As Participant, I may also authorize individual(s) other than myself ("Authorized Individual(s)" or "AI(s)") to use the Program's Bicycle(s), provided that I assume all liability and responsibility related to the use of the Bicycle(s) by the AI(s).

I understand that participation in the Program can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Program which may expose the Participant and the Authorized Individual(s) to illness, injury, or death. Participant freely and voluntarily participates or allows participation in the Program by the AI(s) with the knowledge of the danger involved. As Participant, I

hereby agree to assume and accept for myself and the Authorized Individual(s) any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant understands and acknowledges that the University or Bike It is not an insurer of the behavior and/or actions of the Participant and the AI(s), and that the University or Bike It assumes no liability whatsoever for personal injuries or property damages to the Participant, the AI(s), or any third party arising out of participation in the Program.

Participant hereby agrees on behalf of himself or herself and all Authorized Individual(s), to release, waive, covenant not to sue, indemnify and hold harmless the University and Bike It, You'll Like It!, and all of their officers, employees and agents (collectively the "Releasees") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or the AI(s) or loss or damage to any property belonging to the Participant, the AI(s), or any third party arising out of or related to participation in the Program.

Participant and the AI(s) do not have any medical conditions that would prevent participation in above named Program. Furthermore, Participant and the AI(s) have adequate health insurance to cover the costs of treatment in the event of any injury.

Participant on behalf of himself or herself and the Authorized Individual(s) agrees that the site of any lawsuit arising out of or related to participation in the Program shall be in California and that this Agreement will be governed by and construed in accordance with the laws of the state of California, without application of any principles of choice of law. In the event that a lawsuit does arise between the Participant and the University or Bike It, or both, or between the AI(s) and the University or Bike It, or both, Participant or the AI(s) shall pay any attorney fees or costs incurred by the University or Bike It in enforcing this Agreement. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN THE PARTICIPANT AND THE RELEASEES AND SIGNS IT AT HIS OR HER OWN FREE WILL.

I am signing this Agreement for myself as Participant. I acknowledge that I am at least eighteen (18) years of age and that I understand the terms of this Agreement. I agree to communicate the terms of this Agreement to all Authorized Individual(s). I also acknowledge that this Agreement shall bind my heirs and personal representatives, as well as all AI(s) and their heirs and personal representatives.

Signature of Participant

Date