Pacific Lutheran University Bicycle Co-op Bicycle Rental Use Agreement and Liability Release Form

Read this document completely before signing. Its effect is to release Pacific Lutheran University, its employees and agents, and the Associated Students of PLU (collectively "PLU") from any liability resulting from your rental of a bicycle from the Bicycle Co-op, and to waive all claims for damages or losses against PLU which may arise from your participation, even if they result from negligence.

The Bicycle Co-op is intended to promote exercise and environmental sustainability without compromising the health and safety of participants. However, because of numerous factors there is a risk of injury while using the bicycles. These injuries can occur in foreseeable and unforeseeable ways. Injuries can occur when the bicycles are misused, whether deliberately or negligently; when the bicycle is poorly maintained; when others are negligent, whether they are driving a car, walking, or riding a bicycle; when roads and sidewalks are negligently maintained; and other foreseeable and unforeseeable conditions. Injuries can be minor or serious, including death or incapacitation.

By signing this document you (the "Renter") acknowledge you understand that the bicycle you are renting is a refurbished bicycle. PLU is not responsible for the condition of the bicycle and is not familiar with its history. PLU and the Associated Students of PLU make no warranties, express or implied, regarding the bicycle. Your signature acknowledges that you accept the equipment "AS IS." You are advised to check the condition of the bicycle prior to use and remedy any problems or defects at your own cost. You agree to properly use and care for the bicycle while it is in your possession; deviation from proper use or care may greatly increase the likelihood of accident or injury. You agree to properly secure/lock the bicycle in legal locations while not in your possession.

The bicycle, at all times, remains the exclusive property of the Bicycle Co-op, which is part of the Associated Students of PLU. The Renter is responsible for damage to or loss of the equipment. If the equipment is lost, destroyed or damaged beyond repair in the judgment of the Bicycle Co-op, the Renter agrees to pay the Bicycle Co-op the full replacement value of the bicycle. All repairs needed during use are the responsibility of the Renter and shall be paid by the Renter.

Renter agrees to follow all laws pertaining to bicycle riding, including state and local laws and the Pacific Lutheran University Bicycle Policy. Renter understands that Pierce County ordinance requires use of a helmet while riding a bicycle. For night bicycle riding, state law requires a white front light (not a reflector) visible for 500 feet and a red rear reflector; renter is responsible for ensuring the bicycle has this equipment. Laws, rules and regulations regarding the use of bicycles can be found at the Pierce County web site, <u>www.co.pierce.wa.us</u>. You agree to review these rules before using the bicycle.

Your signature signifies your understanding that bicycling is a hazardous activity. Protective gear such as gloves and reflective clothing are encouraged, but do not eliminate the risks and may not reduce the risk of injury in the event of an accident.

Your signature acknowledges that the rented bicycle is for your use alone. If another person uses the bicycle, PLU is not liable for any injuries, medical costs or other damages that may occur. You understand you may be held responsible for those damages.

In light of the foregoing, the undersigned hereby releases and indemnifies PLU and its employees and agents of and from any and all liability, claims, damages and causes of action arising out of or in any way connected with his/her use of bicycles from the Bicycle Co-op. Without limiting this, the undersigned expressly releases PLU and agrees to hold PLU harmless from any and all injuries or claims of injuries relating to (1) the use of rented bicycles; (2) possible injuries or medical disorders arising from the participant's use of the bicycles, including heart attacks, strokes, strains, sprains, fractures or death; (3) accidents or injuries which occur while using a rented bicycle, whether the use is on or off the PLU campus. The undersigned further agrees to accept full responsibility for any medical costs which may result from use of a rented bicycle.

I certify that I have read, understood and agreed to the contents of this release and that it is my intention, by signing the release, that it binds not only me, but also my heirs, administrators, executors, successors and assigns.

Renter's Printed Nan	ne		Student/Emp. ID #	
Renter's Signature			Date	
Witness's Signature			Date	
Renter's full name:				
	0	Today's date:	Circle one: PLU Student / Staff / Faculty	
Email:		Phone:		
Equipment rented:				
PLU Student ID:	LU Student ID: Non-student ID: (driver's license and state):			

PARENT(S) RELEASE

Must be signed by parent(s) of student under 18 years of age.

______, being the parent of ______, a minor, I accept full responsibility for all medical expenses incurred by the participant as set forth above. I also agree to indemnify and hold PLU harmless for any claim brought by the minor against PLU, or its staff, which would otherwise been released pursuant to this release form if the minor had been an adult.

Parent's Signature

Date

Parent's Signature

Date