

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, www.co.pierce.wa.us. 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.

