



WPI

Worcester Polytechnic Institute
Worcester, Massachusetts 01609

WPI Bike Share Liability Agreement

Please print the Following Information and Read and Sign the Following Agreement

Member Name: _____

Date: _____

Address: _____

Day Phone: _____

WPI Email: _____

ID #: _____

Assumption of Risk / Release & Indemnification of All Claims / Covenant Not to Sue

This is a legal and binding agreement which, when signed, will permanently limit your ability to recover from the parties indicated below for injuries or losses you may sustain as a result of participating in a Trip on or off campus.

Worcester Polytechnic Institute (WPI) is a non-profit educational institution. References to WPI include its trustees, employees, volunteers, students, Student Government Organizations and participating organizations, sponsors, agents and assigns.

I freely choose to travel to participate in the bike share program, whether on or off WPI's campus (henceforth referred to as the Activity), and I freely accept all the risks associated with the Activity.

I understand that WPI is not an agent of, and has no responsibility for, any third party including without limitation any sponsor or program that may provide any services, equipment, training or activities associated with the Activity. I understand that WPI makes no statement or warranty as to the safety of said Activity.

Participating in any activity is an acceptance of some risk of injury. I agree that my safety is primarily dependent upon my taking proper care of myself and avoiding any activity or behavior which would harm myself or others. I agree to observe the rules and practices that may be posted or advised by WPI, including but not limited to the Student Code of Conduct, or by the program or sponsor. I agree that if I fail to act in accordance with this agreement I may be dismissed from the Activity.

Despite precautions, accidents and injuries can occur. I understand the activities I may undertake may be potentially dangerous, and that I may be injured and/or lose or damage personal property or suffer financial loss as a result of use of the facilities, equipment or Activity participation. Therefore, **I ASSUME ALL RISKS RELATED TO THE ACTIVITIES** including but not limited to:

A Death, injury or illness from accidents of any nature whatsoever, including but not limited to bodily injury or illness of any nature whether severe or not, temporary or permanent, that may occur as a result of participating in an activity of contact with physical surroundings, environment, equipment or other persons.

B Loss or injury as a result of a crime or criminal act by third parties, terrorism, war, civil unrest, riot, detention by a foreign government, arrest or other act of any government or authority (if applicable).

C Theft or loss of personal property during the Activity or any Activity-related travel.

D Loss or death or injury as a result of any natural disaster or event or extreme weather conditions or events.

I further acknowledge that the above list is not inclusive of all possible risks associated with the Activity or facilities, equipment, or services in association with the Activity, and that the above list in no way limits the extent or reach of this release and covenant not to sue. I understand that participating in this Activity and use of facilities at WPI is an acceptance of risk of injury.

Medical Treatment Authorization

I understand that medical/health care resources and facilities may be limited or non-existent in the location of the Activity. I acknowledge and represent to WPI that I have appropriate

master medical insurance for injuries or illnesses and that I am solely responsible for any co-pay, deductible, or other fees or expenses associated with medical services that may be provided to me during the Activity. I authorize WPI to act on my behalf in any medical emergency, if applicable.

Bicycle Specific Risks and Liabilities

I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in this program, whether as a rider or otherwise, and I fully assume the risks associated with such participation including collision with pedestrians, vehicles, other riders, and fixed or moving objects, the dangers arising from surface hazards, including pot holes, equipment failure, inadequate safety equipment, use of equipment or materials provided by the Bike Share Program and others, WPI's negligence, the negligence of others and weather conditions and the possibility of serious physical and/or mental trauma or injury, or death.

I acknowledge that the equipment provided as part of the Bike Share Program is provided on an "as is" basis. I agree to conduct a safety inspection of the bicycle, which includes at minimum: (i) proper tire pressure; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the seat, pedals, and basket; (v) good condition of the frame; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. I agree not to ride the bicycle if I notice any mechanical or other problem or safety issue. By using the bicycle, I accept responsibility for the condition and adequacy of my equipment, any equipment provided for my use, and my conduct in connection with this program. I will abide by local helmet laws, and will wear a helmet which satisfies the certification requirements to protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. I agree to abide by all local traffic laws when riding on public roads or appropriate facilities open to the public, as well as laws regarding reflective clothing and nighttime lighting. I have no physical or medical condition which would endanger myself or others if I participate in this program, or would interfere with my ability to safely participate in the Bike Share Program. I understand and agree that situations may arise while using the equipment which may be beyond the control of the Releases, and I must continually ride so as to neither endanger myself nor others.

I accept full responsibility for the bicycle, lock and key that are provided to me whenever I check out equipment from the Bike Share program. If any of the equipment provided to me for the duration of my rental period is damaged, lost, or stolen, I may be held responsible for paying for the full repair or replacement cost of the damaged, lost, or stolen equipment. If I fail to report any damaged, lost, or stolen equipment to the Bike Share program, I will be contacted directly by a bike share administrator and will be automatically required to pay the full repair or replacement cost of the damaged, lost, or stolen

equipment. I agree to protect my password for using this system, and will not share or provide this password to another person. I will notify the program administrator if my password is compromised. I accept the same financial responsibility for someone else accessing the system using my password as I would for my own use. I acknowledge that I have received a copy of the WPI Bike Share Terms and Conditions and agree to abide by them.

**Release from Liability, Indemnification Agreement and
Covenant Not to Sue**

In consideration of being permitted to participate in the Activity, I, the undersigned, to the fullest extent permitted by law, agree to forever release and on behalf of myself, my spouse, heirs, representatives, executors, administrators and assigns, HEREBY DO FOREVER RELEASE WPI from any cause of action, claims, or demands of any nature whatsoever, including but not limited to a claim of negligence which I or my spouse, heirs, representatives, executors, administrators and assigns may now have, or have in the future against WPI on account of personal injury, bodily injury, property damage, death or accident of any kind, arising out of or in any way related to my use of the facilities, equipment, or services associated with the Activity however the injury is caused, including whether by the ordinary negligence of WPI or otherwise.

In consideration of being permitted to participate in the Activity, I, the undersigned, COVENANT NOT TO SUE and agree to INDEMNIFY AND HOLD HARMLESS WPI from any and all causes of action, claims, demands, losses or costs of any nature whatsoever arising out of or in any way relating to my use of the facilities and my use of facilities, equipment, or services associated with the Activity.

IN WITNESS WHEREOF, this instrument is duly executed on this

_____ day of _____, _____.

IMPORTANT - READ ENTIRE AGREEMENT BEFORE SIGNING

Member Signature: _____

Date: _____

I hereby certify that I have full knowledge of the nature and extent of the risks inherent in the Activity and the use of facilities, equipment, or services associated with the Activity, that I am voluntarily assuming all risks, whether known or unknown, and that I am voluntarily participating in the Activity.

I understand that I will be solely responsible for any loss or damage, including death, which I sustain or cause, whether in whole or in part, while participating in the Activity and my use of facilities, equipment, or services associated with the Activity, and that by this agreement I am relieving WPI of any and all liability for such loss, damage or death.

My signature below indicates that I have read and freely signed this agreement, which shall take effect as a sealed instrument. I further certify that I am legally competent to sign this agreement. I further understand that the terms of this agreement are legally binding, and I certify that I am signing this agreement after having carefully read and understood the same, of my own free will. This agreement is made in sole consideration of WPI permitting my use of the facilities and my use of facilities, equipment, or services associated with the Activity.

This agreement shall be construed and enforced in accordance with Massachusetts Law, and I consent to the jurisdiction of said state. I expressly agree that this waiver and release is intended to be as broad and inclusive as permitted under Massachusetts law and that if any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.