**SALISBURY UNIVERSITY ENVIRONMENTAL STUDIES**

**BIKE LEND PROGRAM**

**AGREEMENT, WAIVER, HOLD HARMLESS AND COVENANT NOT TO SUE**

**“Liability Waiver” or “Agreement”**

Name (printed or typed):\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Notice: This Agreement is a contract with legal consequences. Read it carefully before signing.**

In consideration of my participation in the **Salisbury University Environmental Studies Bike Lend Program (hereinafter “Program” or “Activity”,** I hereby freely agree to make the following contractual representations and agreements:

I fully realize the dangers of participating in the Activity and voluntarily assume all the risks associated with such participation. I understand the risks include, by way of example, and not limitation, the following: accidents may happen while using the issued equipment, injuries can occur due to falls, equipment failure, other bikers, pedestrians, motor vehicles, misuse of equipment, equipment malfunctions, slippery surfaces, and/or over exertion. Various injuries can also result in injuries including, but not limited to: concussion or other head injuries, broken bones, contusions, torn muscles or tendons, strains, sprains, cuts, pinched body parts, neck and spinal injuries, psychological trauma, hospitalization, and/or death. In addition, I understand that wearing a helmet while riding is the law. I understand that in order to participate in this Program I am required to wear a helmet unless Salisbury University in writing has waived this requirement. I understand and agree to assume all fines, additional risk of personal injury and death that may occur as a result of not wearing a helmet and revocation of the privileges of participating in the Environmental Studies (ENVR) Bike Lend Program.

I agree that it is my sole responsibility to be familiar with the physical and/or mental demands associated with the ENVR Bike Lend Program and associated activities therein. With these demands in mind, I certify that I have no physical or mental condition, which would endanger myself or others if I participate in the ENVR Bike Lend Program and use of the bike, or that would interfere with my ability to participate in the Activity. I also agree to abide by any established rules or regulations while engaged in this activity including but not limited to all laws as well as the Program Registration/Policies.

I understand that Salisbury University has no responsibility to provide any extraordinary duties or safety measures in relation to this Activity and that I must use reason and judgment in my undertakings hereunder. I consent to Salisbury University providing emergency health assistance if it is determined necessary in its discretion, and consent to Salisbury University contacting my emergency contact for notification to advise them of any issue related thereto.

**I understand and expressly assume all the risks and dangers of the activities contemplated by this Agreement, and I hereby release, waive, discharge, and covenant not to sue Salisbury University, the University System of Maryland, the State of Maryland, and their officers, agents, servants, and employees (collectively, the “Releasees”) from all liability, claims, demands, actions, or causes of action whatsoever arising out of any damages, loss, or injury to me or to my property while participating in any of the activities contemplated by this Agreement, whether such damage, loss, or injury results from the negligence of the Releasees or from any other cause. I also hereby release, waive, discharge and covenant not to sue the Releasees from any claims whatsoever on account of any first aid, treatment, or service rendered to me during my participation in the above activity. I hereby agree to indemnify and hold harmless the Releasees from any loss, liability, damage, or costs, including court costs and attorneys’ fees, that they may incur due to my participation in said activities, whether caused by the negligence of Releasees or otherwise.**

I agree, for myself and my successors, that the above representations and agreements are contractually binding, and are not mere recitals. I agree that my failure or refusal to sign such agreements or releases means that I shall not be allowed to participate in the ENVR Bike Lend Program. This Agreement can only be modified in writing signed by both parties and shall not be modified orally.

**I have carefully read this form and fully understand its contents. All information I have provided is true and correct. I am aware that this is a release of liability, a waiver of claims, an agreement not to sue, an indemnification from me to Salisbury University, and a contract between myself and Salisbury University and for the benefit of others described herein. I also acknowledge that, I sign this Agreement of my own free will. I also certify that I am 18 or more years of age.**

Participant’s signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of witness: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Salisbury University Environmental Studies Bike Lend Program Registration/Policies Form**

**Date of Pick up:**

**Return by Date:**

**Serial No:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Signature of Bike Share Staff member:**

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Last Name**: \_\_\_\_\_\_\_\_\_\_\_\_ **First Name: \_\_\_\_\_\_\_\_\_\_\_**

**Student ID Number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Home Address**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**School Address:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Year of Study**: 1 2 3 4 Other

**Student E-mail**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Cell Phone Number**: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Financial Responsibility Waiver**

By signing below, you accept full financial responsibility for the bicycle and any equipment that is assigned to you during check out of the ENVR Bike Share Program. If any of the equipment assigned to you for the duration of your lend period is damaged, lost, or stolen, you are responsible for paying for the full replacement cost of the damaged, lost, or stolen equipment. If you fail to report any damaged, lost, or stolen equipment to the ENVR Bike Share Program, you will be contacted directly by a Bike Share administrator and you will be required to pay the full replacement or repair cost of the damaged, lost, or stolen equipment. By signing below, you acknowledge that any charges will be charged directly to your Salisbury University bursar account and that you are responsible for fulfilling all financial obligations if not returned on time.

 **Waiver**

By signing below, you accept all legal liability associated with the operation of the bicycle and equipment that are assigned to you during check out of the bike share program. You are responsible for your actions involving bike share equipment for the duration of your rental period, including the operation of the bicycle, any accidents or injuries that may occur, and the safe and lawful operation of the bicycle at all times. You assume all liability for any bodily injury or property damage to you or any other person or organization involving bike share equipment for the duration of your rental period, and agree to indemnify Salisbury University and all affiliated organizations.

* Participant must have a signed and have on file a separate SU Bike Lend Program Agreement, Waiver, Hold Harmless and Covenant Not to Sue (“Liability Waiver”).

 Participant agree to return all equipment in the condition it was received

 Participant agrees to have his/her Bursar account charged if equipment is not returned or damaged

* No modifications may be made to the bicycle by the participant
* Serial numbers may not be taken off or tampered with

 Participant must comply with related local, state, and federal laws

 Participant should be courteous to other bikers and pedestrians and follow rights-of-way

 Participant assumes responsibility for possession and damage to the bicycle and all related equipment

 Participant should immediately inform staff of problems with individual bicycles and related equipment

 Appropriate footwear should be worn while participating in the program

 Helmets are the responsibility of the participant to obtain and wear, and are highly recommended. ENVR has one available for each bicycle. Participant will be charged for a replacement if the helmet is lost or damaged.

 Participant is responsible to secure the bike and will be charged for bike replacement if the bike is stolen

(A lock is provided at pick-up. Participant will be charged for a replacement if the lock or key is lost)

 Participant is responsible for the security of the pannier bags that accompany the bicycle.

* Participant must return the Bike Share bike and related equipment within three (3) days or his/her Bursar’s Account may be charged

I have read, understand, and agree to abide by the Salisbury *University Bike Lend Program* policies, as listed above in addition to

 the terms and conditions of the Liability Waiver on the previous page. Participants initials:\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Signature­­­­­­­­­­­­­­­ X: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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