

**COLLEGE OF CHARLESTON
BIKE LOAN PROGRAM**

PARTICIPANT LIABILITY RELEASE AND WAIVER

1. I, the undersigned College of Charleston student, faculty, or staff member, am at least 18 years of age and desire to participate in the **COLLEGE OF CHARLESTON BIKE LOAN PROGRAM** on this ___ day, of _____ (*month*) 20___ (the “Program”). This Program has been explained to me and I agree to every term and condition of my participation in the Program as listed on the **REVERSE SIDE** of this Release and Waiver. I fully understand and appreciate the dangers, hazards, and risks that may arise from engaging in the Program and operating a bicycle in and around the Campus and the City of Charleston (“Program Activity”). These dangers, hazards, and risks can result in injury and impairment to my body, general health, well-being, and could include serious or even fatal injuries.

2. Knowing the dangers, hazards, and risk of the Program Activity and in consideration of being permitted to participate in the Program, on behalf of myself, my family, spouse, heirs, and personal representatives(s) (the “Releasers”), I agree to assume all the risks and responsibilities surrounding my participation in the Program and engaging in Program Activity. On behalf of myself and the Releasers, I hereby consent not to sue the College of Charleston, or its trustees, officers, representatives, employees and students (“Releasees”), and I hereby release waive, and forever discharge the Releasees, from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses, of any nature I may have or that may hereafter accrue to me or a Releaser, arising out of, or related to, the Program or a Program Activity, whether caused by the negligence or carelessness of the Releasees or otherwise. I further agree to indemnify and hold harmless the Releasees from and against any loss, liability, damage or cost, including court costs and attorneys’ fees, that may arise due to my participation in the Program including, but not limited to, injury or damages caused to others or their property arising from my participation in the Program. It is my expressed intent in this **Liability Release and Waiver** shall bind me, the members of my family and spouse, if I am alive, and my estate, family, heirs, administrators, personal representatives, or assigns if I am deceased, and shall be deemed as a legally binding release, waiver, discharge and covenant not to sue the Releasees.

3. I agree to conduct myself in accordance with the rules of conduct and standards of behavior that are expected of me as a representative of the College of Charleston and to abide by the various instructions and guidance I am given by the College Department of Public Safety or by a Program coordinator or assistant designated by the College of Charleston.

4. I do not suffer from a physical or mental impairment that would limit my ability to participate in the Program and to operate a bicycle safely and in accordance with all controlling laws, rules and regulations. I understand and agree that any and all damage of injury that I may sustain as result of participating in the Program or a Program Activity are my sole responsibility and are not covered by any policy of insurance that the College may have. I hereby expressly waive any right I now have, or may have in the future, to assert any claim under any such policy of insurance.

**THIS IS A LEGAL AGREEMENT AND INCLUDES A RELEASE OF LEGAL RIGHTS.
READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**

Signature: _____ **Date:** _____

Print Name: _____

[SEE REVERSE SIDE]

TERMS AND CONDITIONS

I AGREE THAT MY PARTICIPATION IN THE COLLEGE OF CHARLESTON BIKE SHARE PROGRAM IS SUBJECT TO ALL OF THE FOLLOWING TERMS AND CONDITIONS:

1.0 I have read and understand the pamphlet on the bike laws, rules and regulations available from Public Safety or at the Stern Center and have watched and understand the video provided by the Center for Sustainable Development. I agree to operate a Program-provided bicycle safely and in full compliance with all such laws, rules and regulations. Specifically, I promise that:

***I WILL NOT** ride a bicycle the wrong way down a street;

***I WILL** obey traffic signs and traffic lights and the directions of law enforcement officers;

***I WILL** use hand signals to communicate to the drivers of other vehicles;

***I WILL NOT** operate a Program bicycle while under the influence of drugs and/or alcohol;

***I WILL** use a Program bicycle for transportation purposes only, and I will not attempt to perform stunts, tricks or other related activities that present a risk of serious damage or injury to myself, the bicycle or others not normally associated with using a bicycle as a means of transportation.

2.0 At the time I borrow a bicycle through the Program, I will present my College of Charleston ID Card. I will also have a bicycle lock and key, or I will borrow those items I do not have from the Program. If I borrow any such item and it is lost, stolen or damaged I agree to pay the College the reasonable cost (see fee structure below) of replacement or repair, as applicable.

3.0 I am responsible for making certain that the bicycle is properly locked when not in use and not under my immediate control. I am responsible for using the provided bike cover when the bicycle is being left for more than a few hours or if inclement weather is expected.

4.0 While a bicycle is on loan to me through the Program, I agree that I shall be financially responsible if it is lost, stolen or damaged and I agree to pay the College the reasonable cost (see fee structure below) of replacement or repair, as applicable. I agree to inform the Center for Sustainable Development and/or the Stern Center Information Desk employee of any pre-existing damage to the bicycle or the equipment at the time I borrowed the items. If I do not do this, I agree to be held liable for damage discovered after my use of a Program bicycle.

5.0 If I am assessed a repair or a replacement fee under sections 2.0 or 5.0 of these Terms and Conditions, I agree to pay such fees within 30 days from the time I am informed of the amount of the fee. If I do not pay my fees when due and payable, I agree that the College may, in its sole discretion, charge those fees to my E-Bill Account.

6.0 I agree that I will return the Program bicycle NO LATER THAN ONE HOUR BEFORE CLOSE OF BUSINESS TO STERN STUDENT CENTER FOLLOWING THE DAY OF CHECKOUT. NOTE: STERN CENTER ARE SHORT-TERM RENTALS ONLY. If a bike is not returned and secured properly before closing, I agree to pay the College late fees as set forth below and may be charged the full replacement cost of one bicycle after 7 days.

Fees:

- **Late bike fee** (not returned to Stern before close of business) - \$25 per day
- **Lost bike fee:** Replacement cost of bike - \$179.99 + tax
- **Lost lock fee:** Replacement cost of locking system - \$49.95 + tax
- **Lost key:** Replacement cost of key - \$15.00
- **Lost tag:** Replacement cost of tag - \$7.50
- **Lost bike cover:** Replacement cost of cover - \$13.00 + tax
- **Damage fee due to misuse of bike:** Cost of parts and labor

Signature: _____ **Date:** _____

Print Name: _____