

Please read the Participation Agreement Release and Waiver, complete the requested Participant Information, read the Agreement Acceptance, and click the Submit button.

1. Participation Agreement Release and Waiver

This Bike Share Program Participation Agreement, Release and Waiver (“Agreement”) is being entered into by me and UNCP, The University of North Carolina at Pembroke (“UNCP”) for the purposes of memorializing the agreements and understandings between me and UNCP with respect to my participation in the UNCP University Bike Share Program (the “Bike Share”), specifically a University Center and Programs initiative. This agreement is binding for the duration of my tenure as a UNCP student/employee and will serve as the only agreement needed to transact shared equipment during this timeframe unless the agreement changes at which time I will be notified that a new agreement is required.

General Provisions for the Bike Share Program

I wish to participate in the Bike Share by utilizing a bicycle for transportation and exercise purposes. I acknowledge that riding a bicycle requires physical exertion, and I understand the inherent risks involved including, without limitation, injury (including death) to myself or others and loss or damage of personal property. I acknowledge the dangers arising from falls and road surfaces, as well as the possibility of physical and/or mental trauma or injury. I take full responsibility for my health and fitness and for following all traffic laws that apply to bicycle riding. I believe I have no medical conditions that would be adversely impacted by my participation in the Bike Share and that I have the necessary experience to ride and use a bicycle. I fully assume all risks to myself and others, including but not limited to, collision with pedestrians, vehicles, other cyclists, and/or fixed or moving objects whether or not caused by my own negligence or the negligence of other pedestrians, cyclists or drivers, or nobody’s negligence. I choose to participate in the Bike Share voluntarily and voluntarily assume all of the risks by so participating, including those risks mentioned above. I understand that UNCP takes no responsibility for verifying my physical readiness for participation in the UNCP bike share program. I acknowledge that this Agreement governs my participation in the Bike Share and is the contract I am making with UNCP in connection with utilizing a bicycle under the Bike Share. This Agreement will be used by UNCP to govern my actions and responsibilities during and after the term of this Agreement. I further understand that as a condition of participating in the Bike Share I will be required to complete several questionnaires. My failure to cooperate with the questionnaires is grounds for barring me from future bike sharing. I understand that use of a helmet is highly recommended by UNCP when participating in the Bike Share. Should I use the bicycle without a helmet, it is expressly understood that I will hold UNCP harmless for any injuries I sustain that would have been prevented had I been wearing a helmet, and/or for any injuries that would have been less severe had I been wearing a helmet. I agree to comply with all applicable local, state, and federal laws, rules, and regulations. Any infractions of such local, state or federal laws,

rules or regulations are my responsibility, including paying fines, fees or bicycle impoundment costs. I agree that this bicycle is not intended for use in and that I will refrain from mountain biking, trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, racing, riding with heavy loads, institutional or industrial use, or any similar activities. I acknowledge that such uses may damage the bicycle and can cause serious injury to the rider and to others. While in my possession, if the bicycle is damaged, I agree to be responsible for the repair or replacement cost of the bicycle. Likewise, the bicycle is not intended for use with a motor and I will not install or attempt to install any motor on the bicycle. I agree not to carry, tow, or pull individuals while riding the bicycle, nor will I allow the bicycle to be towed by any person, vehicle, or other object. I acknowledge that I am capable of operating the shared bicycle within the scope of the prescribed use as described in this Agreement. Although UNCP staff periodically inspects the bicycle and has a professional bicycle repair technician conduct a quarterly inspection of the bicycle, I understand that UNCP takes no responsibility for verifying the physical readiness of the bicycle at any given time. I agree to look over the bicycle before I take possession of it and that my taking of the bicycle from the service location signifies my agreement that the bicycle is fit for use. I understand that the bicycle is designed for use during daylight hours only. If I choose to use the bicycle at night without lights which is contrary to North Carolina law, I acknowledge that I am fully and solely responsible for the consequences of not having lights. I understand that I am responsible for the bicycle for the duration of the allotted shared period not to exceed one day. If the bicycle I receive in my possession requires any maintenance, I will be responsible for returning the bicycle to the bike share service location.

UNCP reserves the right to exchange the shared bike I receive with another of the same specifications at any time. I agree to store the bicycle under safe and secure conditions while not in use. **UNDER NO EXCEPTION SHALL BICYCLES BE LEFT UNATTENDED AND UNLOCKED.** I agree to always lock the bicycle to a bike rack (see bicycle rack locations) or other fixed immovable object when left unattended outside. I understand that locking the bicycle to itself (e.g., locking the wheel to the frame) is not an acceptable security measure. I acknowledge and understand that should the bicycle be stolen during my bike share period I will be responsible for the replacement cost of the bicycle and will pay UNCP the direct cost of replacing the bicycle. To the extent permitted by law, I, for myself, my heirs, personal representatives or assigns, do hereby release, indemnify and agree to hold harmless and covenant not to sue, UNCP, its chancellor, trustees, officers, directors, representatives, employees, agents, volunteers and participants for any and all losses, costs, damages, claims, demands, rights and causes of action of whatever kind or nature, including reasonable attorney and expert fees, and including any and all negligence claims or causes of action, which may arise and which result from illness, personal injuries, property damage, death or of any other damages or injuries, not included herein, occurring during, arising out of, or as a result of, my participation in the Bike Share. I understand that for purposes of the Bike Share, UNCP is not providing liability coverage in any capacity for my participation in the Bike Share. Accordingly, any liabilities (whether from my negligence, errors or not) arising from my Participation are my sole responsibility. I acknowledge I have an independent right to seek my own

insurance should I wish to insure my participation in the Bike Share. I acknowledge that this bicycle comes with one (1) lock (includes U-lock and cable), one (1) key, front and rear fenders, and that I will return the bicycle and all of its components at the end of the bike share period.

Fees

Bike shares under the Bike Share Program are daily and there is no cost to participate with valid UNCP ID. If a bicycle is returned late or if the bicycle is lost or stolen, I will incur a fee (as detailed below).

- Lost or Stolen (not returned): \$400
- Late Return: \$10 per day
- Non-returned lock charge: \$10 per lock
- Loss/non-returned helmet charge: \$30 per helmet

As a student if I incur one or more of the above fees as a result of my participation in the Bike Share, I hereby understand, acknowledge and accept that, should I fail to pay all fees when I return the bicycle, UNCP may place a financial hold on my account. Notwithstanding anything herein to the contrary, if I am a UNCP employee I acknowledge (i) that when I am using the bicycle during work hours and in the course of employment (such as but not limited to cycling from my office to a meeting in another building) I am required to wear a bicycle helmet and (ii) that I have been informed of this requirement.