

**BICYCLE RENTAL PROGRAM
PARTICIPATION AGREEMENT
RELEASE AND WAIVER**

This Bicycle Rental Program Participation Agreement, Release and Waiver ("Agreement") is being entered into by me and Rutgers, The State University ("Rutgers") for the purposes of memorializing the agreements and understandings between me and Rutgers with respect to my participation in the Rutgers University Bicycle Rental Program (the "Program").

GENERAL PROVISIONS

I wish to participate in the Program by renting 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 Program 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 Program voluntarily and voluntarily assume all of the risks by so participating, including those risks mentioned above. I understand that Rutgers University takes no responsibility for verifying my physical readiness for participation.

I acknowledge that this Agreement governs my participation in the Program and is the contract I am making with Rutgers in connection with renting a bicycle under the Program. This Agreement will be used by Rutgers to govern my actions and responsibilities during and after the term of this Agreement. I understand that I am the only person authorized to ride this rental bicycle, and I agree not to authorize anyone else to ride it. I further understand that as a condition of participating in the Program I will be required to complete several questionnaires. My failure to cooperate with the questionnaires is grounds for barring me from future rentals.

I acknowledge that I am at least 17 years of age and, therefore, not required to wear a helmet to ride a bicycle under the law of the State of New Jersey. Nevertheless, **I understand that use of a helmet is highly recommended by Rutgers when participating in the Program.** Should I use the bicycle without a helmet, it is expressly understood that I will hold Rutgers 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. If I damage the bicycle by riding it contrary to the forgoing sentence, 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 rental bicycle within the scope of the prescribed use as described in this Agreement.

I understand that Rutgers takes no responsibility for verifying the physical readiness of the bicycle at any given time. I agree to look over the bicycle before I rent it and that my taking of the bicycle from the rental location signifies my agreement that the bicycle is fit for use. I understand that I am responsible for the batteries for the front and rear lights and that I will use the lights during nighttime riding. If I use the bicycle at night without the lights or with missing reflectors, I acknowledge that I am fully and solely responsible for the consequences of not having lights or reflectors as required by law or best practices.

I understand that I am responsible for the condition of the bicycle for the duration of the rental period. This includes repairs or replacement necessitated by any damage to the bicycle or mechanical failures, including, but not limited to, those resulting from improper maintenance or adjustments or use of the bicycle contrary to the terms of this Agreement. If the bicycle I rented requires any maintenance, I will be responsible for returning the bicycle to the location where I rented it. Rutgers reserves the right to exchange the bicycle I rented with another of the same specifications at any time. Should Rutgers wish to exchange my bicycle, Rutgers will notify me where I should return my rented bicycle for the exchange.

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, 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 or any of its components (including, without limitation, the seat, front or rear lights or reflectors, fenders, baskets (if applicable), the lock, cable and key and any other components on the bicycle (collectively "Components") be stolen during my rental period under any circumstances, I will be responsible for the replacement cost of the bicycle or any Component and will pay Rutgers the direct cost of replacing the bicycle or Component.

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, Rutgers, its governors, trustees, officers, directors, representatives, employees, agents, volunteers and participants of and from 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 Program.

I understand that for purposes of the Program, Rutgers is not providing liability coverage in any capacity for my participation in the Program. 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 Program.

I acknowledge that this bicycle comes with one (1) lock (includes U-lock and cable), one (1) key, front and rear fenders, and front and rear lights and that I will return the bicycle and all of its Components at the end of the rental period. If the lock or key is lost or stolen during my rental period, I agree to reimburse Rutgers for the cost of replacing it.

FEES

Bicycle rentals under the Program are semester-based or monthly based. Each semester rental cost is \$25 and each monthly rental cost is \$10. Payment of the rental fee is required before a bicycle can be picked up. Unless renewed, all semester rentals must be returned no later than the last day of semester exams (<http://scheduling.rutgers.edu/calendar.shtml>), and all monthly rentals must be returned thirty (30) days after pickup. If a bicycle is returned in poor condition (beyond normal wear and tear) or if the bicycle or any of its Components are lost, stolen, or damaged, I will incur a fee (as detailed below).

Lost or Stolen Bicycle (not returned):* \$567

Frame: \$410

Front Wheel: \$60

Rear Wheel: \$90

Crank non-drive side: \$15

Crank drive-side: \$30

Fender (each): \$40

Chain: \$15

Seat: \$30

Lock:** \$40

Front Light: \$15

Rear Light: \$12

Bell: \$10

*This \$567 fee includes the replacement cost of the bicycle (\$410), fenders (\$40 each), front light (\$15) rear light (\$12), bell (\$10), and locking mechanism (\$40 including U-lock, security cable and key). If any of these components are recoverable, the fee will be reduced accordingly.

**Keys for the locks cannot be replaced and no duplicates exist. Accordingly, a full lock replacement fee will be charged whenever the U-lock itself, or the key, or the cable is lost or stolen.

If I am a student and I incur one or more of the above fees as a result of my participation in the Program, I hereby understand, acknowledge and accept that, should I fail to pay all fees when I return the bicycle, Rutgers may place a Financial Hold on me. I understand that more information about Financial Holds can be found [here](#).

Notwithstanding anything herein to the contrary, if I am a Rutgers 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 that meets the Consumer Product Safety Commission's bicycle helmet standard and that the bicycle helmet selected must be sized, fitted, maintained, inspected and worn in accordance with the manufacturer's label and recommendations, and (ii) that I have been informed of this requirement.

QUICK TIPS

Shifting Gears

For multi-speed bicycles, riders should shift gears BEFORE reaching an incline. Shifting gears while ascending produces excessive strain on the bicycle's drivetrain (derailleurs and chain) and can result in serious mechanical problems.

Riding on the Road and Certain Rules of the Road

Riders should avoid riding on sidewalks. It is much safer to ride along the right side of a drivable lane than to share a path with pedestrians, especially when crossing intersecting streets or driveways, as drivers are usually not watching out for cyclists on the sidewalk. It is also ILLEGAL to ride a bicycle on certain sidewalks. You could get a ticket! Riders should use proper hand signals. Ride WITH traffic, not against it. When riding at night, be sure to use front and rear lights so that you are easily visible.

Maintenance

Don't hesitate to bring your bicycle for maintenance any reason at all. Minor issues can easily turn into major problems if ignored. This includes buildup of rust which can be scraped and painted.

Recommended Locking Technique

This bicycle rental includes a U-lock, security cable and key. While there is no guarantee that proper locking technique will prevent bicycle theft, and the renter is responsible for the replacement cost of a stolen rental bicycle regardless of locking technique, the following guidelines should be adhered to when locking the bicycle.

- Loop the security cable through the front and rear wheels
- Loop the two ends of the security cable onto the U-lock
- Secure the U-lock to both the frame of the bicycle and a bicycle rack or other immovable object. The U-lock should be secured to the bicycle on a component of the frame that is completely welded. Do not secure the U-lock to any part of the bicycle that can be removed, such as a wheel, handlebar or seat post.

SIGNATURE

By my checking of the "Accept Agreement" box on the web page I acknowledge and represent that I have read this Agreement and understand it. The checking of the "Accept Agreement" box is my signature which I provide voluntarily as my own free act and deed. Neither Rutgers, nor Jamis Cycles, has made, and I have not relied on any oral representations, statements, or inducements apart from the terms contained in this Agreement. I execute this Agreement for full, adequate and complete consideration fully intending to be bound by same, now and in the future.