

Brooks Hall: Mizzou Bike Share Liability Waiver

I acknowledge that by signing this document, I am assuming risks and agreeing to indemnify, not to sue and release from liability The Curators of The University of Missouri, its associates and their respective agents, employees, volunteers and affiliates (collectively "releasees"), and that I am giving up legal rights. This release is a contract with legal and binding consequences and it applies to all activities of the Mizzou Bike Share Program regardless whether or not listed. I have read it carefully before signing and I understand what it means and what I am agreeing to by signing. I hereby freely agree to and make the following contractual representations and agreements: I acknowledge that cycling is an inherently dangerous sport and fully realize the dangers of participating in this program, whether as a rider, volunteer, or otherwise, and I fully assume the risks associated with such participation including, by way of example, and not limitation: the dangers of 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 Mizzou Bike Share Program and others, the releasees' own negligence, the negligence of others and weather conditions and the possibility of serious physical and/or mental trauma or injury, or death associated with the Mizzou Bike Share Program.

For myself, my heirs, executors, administrators, legal representatives, assignees, and successors in interest (collectively "Successors") I hereby waive, release, discharge, hold harmless and promise to indemnify and not to sue the Releasees and all sponsors, organizers and promoting organizations, property owners, law enforcement agencies, public entities, special districts and properties that are in any manner connected with this program, and their respective agents, officials, and employees (the foregoing are also collectively deemed to be Releasees), from any and all rights and claims including claims arising from the releasees' own negligence, which I have or which may hereafter accrue to me and from any and all damages which may be sustained by me directly or indirectly in connection with, or arising out of, my participation in or association with the Mizzou Bike Share program. I agree it is my sole responsibility to be familiar with the Releasees' rules, and any special regulations and agree to comply with all such rules and regulations. I understand and agree that situations may arise during the Mizzou Bike Share program which may be beyond the control of the Releasees, and I must

continually ride so as to neither endanger myself nor others.

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 wear a helmet which satisfies the certification requirements and that can protect against serious head injury, and assume all responsibility and liability for the selection of such a helmet. 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 this program.

I agree, for myself and my Successors, that the above representations are contractually binding, and are not mere recitals, and that should I or my Successors assert a claim contrary to what I have agreed to in this contract, the claiming party shall be liable for the expenses (including legal fees) incurred by the Releasees in defending the claims.

Every term and provision of this contract is intended to be severable. If any one or more of them is found to be unenforceable or invalid, that shall not affect the other terms and provisions, which shall remain binding and enforceable.

My signature below indicates that I have had sufficient opportunity to read this entire document, that I have read it, and that I understand how it affects my legal rights.

I AGREE TO THE PROVISIONS OF THIS DOCUMENT ON THE _____ DAY OF _____, 20_____

Print Name

Signature of Borrower

Borrower's full name: _____

Date of Birth: _____ **Age:** _____

Address: _____ **City/State/Zip:** _____

Mizzou Email: _____ **Phone:** _____

Emergency Contact: _____ **Emergency Contact Phone:** _____

I, _____ understand that my student account may be charged based upon the Mizzou Bike Share *Membership Agreement* which I have read and agree to.

Signature: _____

Mizzou Unions staff member taking registration: _____