

RAZORBIKE BICYCLE SHARE PROGRAM

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT (“AGREEMENT”)
PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING

This Agreement must be completed in order to participate in the activities associated with RAZORBIKE Bicycle Share Program.

Participant’s Information:

Name

Student/Faculty/Staff ID #

Age (ID required)

Address

City / State

ZIP

Phone No. and Email

TERMS AND CONDITIONS

I, the undersigned, am the Participant named above.

I am familiar with the RAZORBIKE Bicycle Share Program (“Program”) and agree to take full responsibility for the Program’s shared bicycle (“Bicycle”) while it is under my watch. This includes adhering to all safety rules while riding the Bicycle – wearing a helmet at all times, and using the head- and tail-lights while riding at night, and properly locking up the bicycle at all times.

I will participate in the RAZORBIKE Bicycle Share Program at the University of Arkansas, Fayetteville (“UAF”). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Program which may expose the Participant to illness, injury, or death. Participant freely and voluntarily participates or allows participation in the Program with the knowledge of the danger involved and hereby agrees to assume and accept any and all risk of injury or death.

WAIVER, RELEASE AND INDEMNIFICATION

Participant understands and acknowledges that the UAF is not an insurer of Participant’s behavior, actions or participation in the Program, and that the UAF assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Program. Participant hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the UAF, and all of its officers, employees and agents (collectively the “Releasees”) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the RAZORBIKE Bicycle Share Program.

Participant does not have any medical conditions that would prevent participation in the RAZORBIKE Bicycle Share Program. Furthermore, Participant has adequate health insurance to cover the costs of treatment in the event of any injury.

Participant agrees that this Agreement will be governed by and construed in accordance with the laws of the State of Arkansas, without application of any principles of choice of law. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed and intended that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT AT HIS OR HER OWN FREE WILL.

I am signing this Agreement for myself as Participant. I acknowledge that I understand the terms of this Agreement. I also acknowledge that this Agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

Signature of Parent or Guardian if Under 18