



DE ANZA STUDENT GOVERNMENT “DASG” BIKE LOAN PROGRAM

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY

I, _____ (“Cyclist”), am a current Foothill De Anza Community College District (“District”) and De Anza College student, am over the age of 18, and therefore have the legal capacity to enter into this agreement. The DASG Bike Loan Program (“Program”) has a bicycle fleet available for loan to cyclists associated with De Anza College, and I hope to participate. Therefore, in consideration of participating and benefiting from the free Bike Loan Program, I agree to the following terms and conditions:

1. Acknowledge, agree, and represent that I understand the nature of the De Anza College Bike Loan Program and that I am qualified, in good health, and in proper physical condition to borrow a bicycle from this Program. I hereby represent that I have informed the Foothill De Anza Community College District of any medical conditions that may affect my participation in this program.
2. Agree to be financially responsible for any costs incurred for medical treatment due to injuries sustained while riding a District-owned bicycle. I am aware and understand that I should carry my own health insurance.
3. Am voluntarily participating in this Program. I further acknowledge that I will use the bicycle over public roads and facilities open to the public and upon which the hazards of traveling may be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue biking.
4. Agree to abide by all the Program’s Terms of Use outlined on the second and third pages of this document. I further acknowledge that if I break these terms, I will be permanently banned from participating in the Program at this or any other time. I may also be held responsible financially for any damages or losses incurred.
5. Fully understand that: (a) BICYCLING ACTIVITIES INVOLVE INHERENT RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH (“RISKS”); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the condition in which the biking takes place, or the negligence of the “Releasees” named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my biking.
6. Hereby release absolutely, forever discharge, hold harmless and covenant not to sue the Foothill-De Anza Community College District, its officers, trustees, directors, employees, agents, volunteers and affiliates (herein collectively referred to as “District”) from any and all present or future liability, claims, demands, actions or rights of action, whether asserted by me or a third party arising out of, or in connection with my participation in the above activity, including claims of the District’s negligence, resulting in any physical or psychological injury (including paralysis and death), illness, damages, or economic or emotional loss suffered because of my participation in this Activity (the “Claims”). I, for myself, my spouse, assignees, heirs, guardians, and legal representatives hereby voluntarily indemnify, release from liability, agree to defend and hold harmless the District for any such Claims brought by me or a third party from any costs associated with defending or litigating such claims, including but not limited to attorney fees, costs and legal expenses.
7. I understand the legal consequences of signing this document, including (a) releasing District from all liability, (b) promising not to sue District, (c) and assuming all risks of participating in this Program. I understand that this document is written to be as broad and inclusive as legally permitted by the State of California. I agree that if any portion is held invalid or unenforceable, I will continue to be bound by the remaining terms.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

I HAVE READ THIS RELEASE AND WAIVER

SIGNATURE: _____
NAME: _____

SIGNERS INITIALS: _____
DATE: _____
CWID: _____

TERMS AND CONDITIONS OF USE

I, _____ (“Cyclist”) will CAREFULLY READ all terms and conditions before entering this Agreement:

1. Must inspect bicycle before use, riding and/or operation. I agree to ensure the bicycle is in proper working order BEFORE using the bicycle and while within 20 feet of the Bike Corral. I will examine and test the bicycle’s operating parts including but not limited to: the brakes, lights, steering apparatus, tires, pedals and lock, before using/or operating the bicycle. This is not intended to be an exhaustive list. I will adjust bike seat to fit physique. If inspection and initial testing of the bicycle indicates any defect, damage or failure to operate as a normal bicycle, the bicycle shall not be used and/or operated, and I will contact and notify De Anza College Bike Share Program (“Program”) at collegelife@fhda.edu of any and all repairs that the bicycle may need as soon as possible.
2. Understand that the Program is responsible for repairing all the Bike Share bicycles, and so I will not attempt to repair the bicycle myself. I agree to accept any costs I incur from damages caused through an attempt to repair a bicycle, and to release the Program and De Anza College from all liability if any injuries occur during an attempt to repair the bicycle.
3. Accept that the bicycle is exclusive property of De Anza College Bike Share Program: I agree that the bicycle and any equipment attached thereto, at all times, remains the exclusive property of the Program. I will not make any type of modification to the bicycle at any time. If through my modifications the bicycle is damaged, I will accept the incurred costs.
4. Will use a helmet at all times during biking to decrease the chance of risks occurring; I acknowledge that helmets are optionally available for loan free of cost from the Bike Loan Program and are strongly recommended. Helmets may be provided by the Program on a first come first serve basis.
5. Agree to follow all laws pertaining to the use, riding and/or operation of the bicycle, including all state and local laws and the rules and regulations pertaining to bicycles in California and Santa Clara County. I certify that I am familiar with the laws, rules, and regulations pertaining to the use, riding and/or operating of the bicycle before riding. I acknowledge and understand that the Program does not provide training regarding the use or operation of the bicycle.
6. Will not, under any circumstances, use, ride and/or operate the bicycle after consuming, ingesting and/or using alcohol or drugs and/or if I have a blood alcohol concentration about the jurisdictional limit prescribed.
7. Agree to not, under any circumstance, use, ride, and/or operate the Bike in inclement or dangerous weather, including but not limited to severe lightning storms, tornados, hurricanes, icy conditions, fog, and /or heavy rain, hail or snowfall.
8. Further understand that the bicycle is intended for only limited types of use: I will not use the bicycle for racing, mountain bike riding, stunt or trick riding. I will not allow any third party to use the bicycle, in any way whatsoever, whether free of charge or for consideration. I will not carry and/or transport any person or passengers on the bicycle under any circumstances. I shall not add any kind of seat or modification to allow someone to ride on any part of the bicycle.
9. Acknowledge that the use of front carrier/basket is limited: I will not fill the front carrier/basket with heavy items as this may create an unsafe condition and affect my balance and steering control. I further acknowledge that the front carrier/basket of the bicycle is intended to carry light loads only.
10. Accept and abide by bicycle availability: I agree to check opening and closing times of program lending online or by emailing collegelife@fhda.edu. Bikes must be returned within the maximum loan time limits allowed to the bike corral. Bicycles are limited and Bike Corral may not have available bicycles for loan at all times.
11. Agree to immediately report to the Program and Campus Police a stolen or lost bicycle and/or key. I am responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney’s fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost bicycle.

12. Agree to return the bicycle and key to the Program in the same condition received, ordinary wear and tear expected. I agree to ensure that the Bike is always locked and secured when unattended. Bikes come with a bike lock, and only this locking mechanism should be used. Any other lock will be removed, possibly damaged or destroyed, and the Program will not be responsible for the replacement of this lock. The Program will not be responsible for any lost, stolen, destroyed, and/or damaged bicycles under any circumstances, regardless of whether bicycle locks were used, broken and/or not properly functioning. I agree to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike, even if damage was caused by someone else. All repairs needed as a result of any such loss, destruction or damage, will be performed at the normal labor rates. In the event the Bike is lost, destroyed or damaged beyond repair, regardless of fault or cause, I agree to pay the Program the full replacement value of the equipment.

Failure to return bicycle and related items or to make payment for repair or replacement of bicycle and related items may result in my being reported to the College for violation of the FHDA Standards of Student Conduct (AP 5500) and Campus Police as well if necessary.

13. Understand the Program shall have the right to revise, change, and modify the terms and conditions contained in this Agreement at any time without prior written notification by posting the revised Agreement on the Site. I shall be solely responsible for reviewing and becoming familiar with any modification to this Agreement. Use and/or operation of the bicycle by me following any modifications to this Agreement constitutes my acceptance of the Terms and Conditions as modified.

14. Assigned equipment:

Bike Manufacturer: _____

Helmet: ___ Yes ___ No

Make/Model: _____

Helmet Number (if any): _____

Serial Number (if any): _____

Lock Number: _____

AFTER CAREFUL DELIBERATION, I VOLUNTARILY GIVE MY CONSENT AND EXPRESSLY AGREE TO ALL THE CONDITIONS INCLUDED IN THIS AGREEMENT AS SET FORTH ABOVE. BY SIGNING BELOW, I AGREE THAT I, (“CYCLIST”), HAVE READ, UNDERSTAND AND EXPRESSLY AGREE TO THE ABOVE AGREEMENT AND TERMS AND CONDITIONS.

PRINTED NAME OF PARTICIPANT: _____

STUDENT ID #: _____

CELL/MOBILE PHONE #: _____

EMAIL ADDRESS: _____

SIGNATURE: _____

DATE: _____