

AYBiTS Release Form

I, _____ (“Cyclist”), certify that I am over the age of eighteen (18) and therefore have the legal authority to enter into this agreement (“Release”) on this ____th day of _____, 20____ as set forth herein.

WHEREAS, the Athens Bicycle Co-operative (“Co-op”) operates the Athens Yellow Bike Taxi Program (“AYBiTS”) to facilitate and encourage cycling among students and residents in Athens, Ohio;

WHEREAS, the Athens Bicycle Co-operative has made available a fleet of bicycles (“Taxis”) to loan to Cyclists, and

WHEREAS, Cyclist desires to borrow the Taxis in order to participate in AYBiTS.

NOW, THEREFORE, in consideration of the acts and promises contained herein, Cyclist agrees as follows:

1. Cyclist expressly assumes all risks resulting from his/her participation in AYBiTS, including, but not limited to, risks associated with Cyclist’s use and operation of the taxis.

2. Cyclist releases, covenants not to sue, and forever discharges the Co-op, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, and volunteers, together with their successors and assigns, from and against any and all claims, demands, rights, and causes of action of whatever kind or nature, including, but not limited to, negligence arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily, and personal injuries, damage to property, and the consequences thereof resulting from Cyclist’s use or operation of the Taxis, or participation in AYBiTS.

3. Cyclist agrees to defend, indemnify and hold harmless the Co-op, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, and volunteers, together with their successors and assigns, from and against any and all claims, suits, liabilities, costs and expenses, including reasonable attorneys’ fees, for any death, injury, loss, or damage arising out of Cyclist’s use or operation of the Taxis, or participation in AYBiTS, except if caused by the Co-op’s negligence.

4. Cyclist shall be responsible for any damages to the Taxis resulting from Cyclist’s negligent or wrongful use or operation of the Taxis, such damages shall include, but are not limited to repairs, parts, and replacement costs. Cyclist shall not be responsible for damages or failures of the Taxis resulting from normal wear and tear.

5. Cyclist represents that he/she is reasonably capable of operating the Taxis within the scope of AYBiTS prescribed use as described here and in the user guide, and is legally able to do so under the laws of the State of Ohio. Cyclist agrees to operate the Taxis in accordance with all applicable local, state, and federal laws, rules, and regulations, including, but not limited to, the use of lights when riding the Taxis after dark.

6. Cyclist hereby acknowledges and agrees that with the exception of reasonable routine maintenance and upkeep, the Co-op is not responsible for the condition of the Taxis; *therefore*, Cyclist's acceptance of the Taxis is on an "as is" basis. The Co-op hereby disclaims any and all express and implied warranties, including without limitation those of fitness for intended use, and the Co-op shall not be liable for consequential, incidental, or indirect damages caused by the Taxis or Cyclist's use thereof.

7. Cyclist represents and warrants that she/he has adequate medical coverage in the event Cyclist sustains an injury during the use or operation of the Taxis, or while participating in AYBiTS; and Cyclist agrees to provide the Co-op proof of such insurance upon request.

8. Cyclist agrees the covenants and agreements herein contained shall inure to the benefit of and be binding upon Cyclist's executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

IN WITNESS THEREOF, Cyclist hereto executes this Release on the date first above written.

By: _____

Printed Name: _____

Date: _____