

## Hawkeye Community College Bike Share Membership Agreement

To participate in the Hawkeye Bike Share program at Hawkeye Community College, members must understand and agree to the following terms and conditions:

- The attached waiver is in effect any time a bike is loaned from the Hawkeye Community College (Hawkeye) Bike Share.
- Bicycles and helmets are due back within 7 days of checkout—the bike must be to its assigned location and the key to a representative at the Student Life desk in the Brock Student Center at Hawkeye.
- All city, state, and federal laws and regulations regarding the operation of bicycles must be followed.
  - Bicyclists must stop at stop signs and traffic signals and use hand signals when turning.
  - No biking on a sidewalk within the downtown business district.
  - No biking on Hawkeye Community College sidewalks.
  - All bicycle laws and regulations must be followed. See [iowabicyclecoalition.org/bikelaws](http://iowabicyclecoalition.org/bikelaws).
- Bright-colored clothes and/or reflectors must be worn if you choose to ride the bike after dark.
- Helmets, provided when checking out a bike, must be worn at all times while riding.
- Use of cell phones, tablets, portable music players, or other devices that may distract bicyclists are prohibited while operating bicycle.
- Alcohol and/or other intoxicants are prohibited while operating the bicycle.
- The member who has lawfully checked out the bike is the only person allowed to ride the bicycle.
- The bicycle must be securely locked when not being ridden.
  - The lock must be through the frame and one wheel to prevent the bike from falling over and making it more difficult to steal.
  - The provided helmet must also be locked or looked after when bicycle is not in use.
  - If parking the bicycle on campus, bicycle must be locked to an official bicycle rack provided by the college. Improperly locked bicycle may be removed if necessary by campus officials.
- The member who lawfully checked out the bike will be charged via their My Hawkeye account for associated costs should the Hawkeye Bike Share equipment be damaged, stolen, or not returned.
- If the bike is not returned on time, a \$25.00/day fee will be charged to your My Hawkeye account.

I, \_\_\_\_\_, ( \_\_\_\_\_ ) agree that a charge of up to \$500  
*(Name)* *(Student ID #)*

may be added to my MyHawkeye account if the bicycle and accessories are not returned, or if they are not in the same condition in which they were checked out. I understand that if balances are not paid by the billing date, they are subject to late fees and finance charges assessed by the College.

*I have read, understand, and agree to abide by the rules laid out in the Hawkeye Community College Bike Share Membership Agreement in exchange for membership in the Hawkeye Bike Share program. I hereby declare that all the information I have provided is accurate and reliable.*

\_\_\_\_\_  
Signature

\_\_\_\_\_/\_\_\_\_\_/\_\_\_\_\_  
Date (mm/dd/yyyy)

I acknowledge by signing this document that I am assuming risks and agreeing to indemnify, not to sue, and release from liability The Board of Trustees of Hawkeye Community College, 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 Hawkeye Bike Share Program regardless of whether or not they are listed. I have read the Hawkeye Community College Bike Share Membership Agreement and Waiver 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 limited to: 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 Hawkeye Bike Share Program and others; the releasees' own negligence and negligence of others; weather conditions; and the possibility of serious physical and/or mental trauma, injury, or death associated with the Hawkeye 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 Hawkeye 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 Hawkeye 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 understand that a helmet 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 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.*

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**Print Name**

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**Date (mm/dd/yyyy)**

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**Signature of Borrower**