

Registration and Release of Bicycle

Name: _____
Last First Middle ID#

Resident/Apartment
 Commuter

Local Address: _____
Street/P.O. Box City State Zip Code

On-Campus
 Off-Campus

Telephone/Ext. Number E-Mail Address

Release From Liability and Hold Harmless Agreement, The University of Tulsa

I, the undersigned, am a currently enrolled student at The University of Tulsa. I have voluntarily decided to participate in the Hurricane Bike Program offered by the University during the _____ Term, during the following inclusive dates: ____/____/____ to ____/____/____.

IN CONSIDERATION for being allowed to participate in the University of Tulsa (hereinafter, "University") Hurricane Bike Program hereinafter, "Program"), I declare that I am aware of the risk factors which may be present. I acknowledge that the use of the fleet bicycle provided to me under the Program involves numerous risks of physical injury, including, but not limited to, falls, loss of control, and collisions with other bicyclists, motorists, and natural and man-made objects or other accident which may result in loss of personal property, bodily injury, or even death. I voluntarily assume those risks.

IN CONSIDERATION of being provided a fleet bicycle, I accept the fleet bicycle listed on this form "AS IS". I accept all responsibility for ensuring before any use of the fleet bicycle that it is in safe, operable, working condition and that it is free of defects. I acknowledge and agree that the University expressly disclaims any warranty of labor, parts and/or equipment offered or used in the Program.

IN FURTHER CONSIDERATION of being provided a fleet bicycle, I declare by my signature that:

- 1) I assume full responsibility for all risks associated with my choices as described;
- 2) I declare that the University, its employees, agents, trustees, or assigns will not be held liable for any damages, or injuries to me or my property which may occur during my choice to participate in the Program.
- 3) I declare that I hereby agree to release, indemnify, and hold harmless the University, its employees, trustees and assigns: for any and all claims, including claims by any third parties, and for all costs (including attorneys fees and damages) associated with defense of any claims arising out of my choice as described above, whether or not such injury or damage was caused by negligence or defective condition of any equipment or bicycle issued to me or others through the Program, and I accept full responsibility for such injury or damage.
- 4) I declare that my signature is similarly intended to bind my family members, spouse, heirs, assigns, and personal representatives.
- 5) I declare that I acknowledge and agree that this release is intended to be as broad and inclusive as permitted by Oklahoma law, and that if any portion of it is held invalid, that the balance shall continue in full legal force and effect.

ASSUMPTION OF RESPONSIBILITY FOR USE AND CARE OF FLEET BICYCLE

I understand and agree that I am fully responsible for the fleet bicycle and will be charged for its replacement and/or repair in the event of theft or damage unless it can be proven that the theft occurred while the bicycle was appropriately locked with the University-issued lock. I further understand that there may be more students requesting fleet bicycles than are available. In order to provide fair opportunity for all involved, I agree to return the bicycle to the University's Office of Campus Security at the end of the current period of use noted above unless I continue to be eligible and wish to continue using it during the next academic period (spring semester if the current period of use is the fall semester and summer session(s) if the current period of use is the academic year or spring semester.) In such a case, I agree to renew the period of the use for the fleet bicycle issued to me no later than 14 days prior to the last day of classes in the term of use noted above.

I will not ride at night unless the fleet bicycle is equipped with operable lighting and reflectors, as required by law. I will obey all traffic laws while operating the fleet bicycle. I understand the importance of wearing a bicycle safety helmet and appropriate cycling gear when riding a fleet bicycle. I further understand that if I use the fleet bicycle while commuting to and from a campus job, I do so voluntarily and while riding the bicycle I am not considered an employee, nor am I considered to be performing any services for or at the direction of the University. Therefore, I am not covered by worker's compensation.

I have read this document before signing it: I have had an opportunity to consider its meaning, and I understand the document and sign it voluntarily as my own free act and deed. I am at least 18 years of age and fully competent, and I execute this agreement for full, adequate and complete consideration, fully intending to be bound by same (or if under the age of 18, my parent and/or legal guardian signs on my behalf intending to be as fully bound as though I were of age and able to sign for myself.) I declare that no oral representations, statements or agreements other than the contents of this written agreement have been made to me.

Signature: _____ Date: _____

Print Name of Witness: _____ Witness signature: _____

For Office Use Only

Bicycle Registration No. _____ Bicycle Lock No. _____ Helmet Issued _____