

**The University of Toledo**

**Bike Share Program Liability Release**

1. I desire to use a University of Toledo (“UT”) Rocket Wheels Bicycle (“Bicycle”) under UT’s Bike Share Program (“Program”). I fully understand and appreciate the dangers, hazards, and risks inherent in using a Bicycle and cycling in general (the “Activity”). These dangers and risks can result in injury and impairment to my body, general health, well-being, and could include serious or even mortal injuries and property damage.
2. Knowing the dangers, hazards, and risks of the Activity, on behalf of myself, my spouse, family, estate, heirs, administrators, personal representatives or assigns, I agree to assume all the risks and responsibilities surrounding my participation in the Activity, and to release, waive, forever discharge, and covenant not to sue the State of Ohio, UT, nor their governing board, officers, agents, employees, nor any UT students acting as Program employees (“Releasees”), from and against any and all liability for any harm, injury, damage, claims, demands, actions, causes of action, costs, and expenses of any nature that I may have or that may hereafter accrue to me, arising out of or related to any loss, damage, or injury, including but not limited to suffering and death, that may be sustained by me or by any property belonging to me, whether caused by the negligence or carelessness of the Releasees or otherwise, while in participating in the Activity.
3. It is my express intent that this release and hold harmless agreement (this “Agreement”) will bind myself, my spouse and family, if I am alive, and my estate, heirs, administrators, personal representatives or assigns, if I am deceased, and will be deemed as a “Release, Waiver, Discharge and Covenant Not To Sue” the Releasees.
4. I represent that I have been provided with and have read the Rocket Wheels [Terms and Conditions](#) and am responsibly and legally capable of operating the Rocket Wheels Bicycle as prescribed within Rocket Wheels [Terms and Conditions](#). I acknowledge my responsibilities under the Rocket Wheels [Terms and Conditions](#) including but not limited to my responsibility to properly lock the Bicycle, return the Bicycle within the prescribed timeframe, and to immediately report any lost or stolen Bicycles to the UT Police Department. I understand that fees may be assessed for failure to fulfill these responsibilities as described in the Rocket Wheels [Terms and Conditions](#). I agree to operate the Rocket Wheels Bicycle in accordance with all other applicable UT, local, state, and federal laws, rules, and regulations. While Ohio law does not require me to wear a helmet, I understand that it is strongly encouraged.
5. I agree that, with the exception of routine maintenance and upkeep, Releasees are not responsible for the condition of the Bicycles, therefore, my acceptance of the Bicycles is on an “as is” basis. Releasees hereby disclaim any and all express and implied warranties, including without limitation those of fitness for intended use, and Releasees will not be liable for consequential, incidental, or indirect damages caused by the Bicycles or my use thereof.
6. In signing this Release, I acknowledge and represent that I have carefully read this Agreement and understand its contents and that I sign this document as my own free act and deed. I further state that I am at least eighteen (18) years of age and fully competent to sign this Agreement (if I am not at least (18) years of age, my parent or guardian has signed below); and that I execute this release for full, adequate, and complete consideration fully intending to be bound by the same. I further state that there are no health-related reasons or problems which preclude or restrict my participation in the Activity, and that I have adequate health insurance to pay medical costs that may result from the Activity.
7. I further agree that this Agreement will be construed in accordance with the laws of the State of Ohio. If any term or provision of this Agreement will be held illegal, unenforceable, or in conflict with any law governing this Release, the validity of the remaining portions will not be affected thereby.

**THIS IS A RELEASE OF LEGAL RIGHTS.**

**READ AND BE CERTAIN YOU UNDERSTAND IT BEFORE SIGNING.**