

Boulder East PoolBike Program

ACKNOWLEDGEMENT OF RISK AND RELEASE **("AGREEMENT")**

IN CONSIDERATION of being permitted to participate in the PoolBike Program and to use, for personal use and transportation, a bicycle ("PARTICIPANT"), I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, represent and warrant that: (a) I am an employee of the company offering the PoolBike program and that I am at least eighteen (18) years of age; or I am a resident that is being offered the PoolBike program (b) I understand the nature of bicycling and that I am qualified, in health, and in proper physical condition to use such bicycle; (c) the bicycle may only be checked out by me on a daily basis during hours permitted for errands, meetings, or lunch, and overnight checkouts are not allowed; (d) the bicycle is to be used exclusively by me while it is checked out by me, and under no circumstances will I lend or allow any other person to ride or otherwise use the bicycle; (e) the use of the bicycle by me will be conducted over public roads and facilities open to the public and upon which the hazards of traveling are to be expected and (f) it is highly recommended that I use a helmet at all times and if at any time I believe conditions to be unsafe, I will immediately discontinue further use of the bicycle.

2. FULLY UNDERSTAND that: (a) use of a bicycle involves 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 other bikers, the condition of the road 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 (INCLUDING THEFT), COSTS AND DAMAGES I incur or cause as a result of my use of the bicycle.

3. HEREBY RELEASE, DISCHARGE, COVENANT NOT TO SUE AND AGREE TO HOLD HARMLESS my company or residential community, the Boulder East PoolBike Program, their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, bicycle mechanics, and if applicable, owners and lessors of premises on which the bicycle is used (each considered one of the "RELEASEES" herein), from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "RELEASEES" or otherwise, including negligent rescue operations; and I further agree that if, despite this ACKNOWLEDGEMENT OF RISK AND RELEASE AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

4. ACKNOWLEDGE AND AGREE that in the event of damage or theft to a bicycle or bicycle accessory while the bike is assigned to me and my negligence, I will be held responsible for compensation costs to replace the bicycle and/or associated equipment.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, AND UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT. I INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.