

**Get Healthy Now (UofL) Bikeshare  
ASSUMPTION OF RISK AND WAIVER FORM**

<b>BIKE #:</b>
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I, \_\_\_\_\_, being over 18 years of age and a member of the **Get Healthy Now Wellness Center at Humana Gym**, desire to participate in the UofL Bikeshare Program. I am aware that riding a bicycle can be dangerous activity involving **MANY RISKS OF INJURY**. I understand that the dangers and risk of riding a bicycle include, but are not limited to, death, serious neck and spinal injuries which may result in complete or partial paralysis, brain damage, serious injury to virtually all internal organs, serious injury to virtually all bones, joints ligaments, muscles, tendons, and other aspects of the muscular skeletal system and serious injury or impairment of other aspects of my body, general health and wellbeing. I understand that the dangers and risk of riding a bicycle may result not only in serious injury, but in a serious impairment of my future abilities to earn a living, to engage in other business, social and recreational activities, and generally to enjoy life.

Because of the dangers inherent to riding a bicycle, I recognize the importance of following all city, state, and federal laws and regulations regarding the operation of bicycles.

I hereby represent that I am in good physical condition and do not know of any condition or reason that I should not be able to operate one of the bicycles provided through the UofL Bikeshare Program. I further acknowledge that UofL has no duty to supervise, monitor or provide assistance (medical or otherwise) in connection with my use of a bicycle.

I understand and assume all of the risks involved with respect to my riding or otherwise operating a bicycle provided through the UofL Bikeshare Program. I am solely responsible for any claim or harm that might occur to myself, third parties, or any property. By my signature below, I hereby recognize and assume all risks associated with my voluntary participation in this program, including but not limited to riding a UofL Bikeshare bicycle, and agree to hold the University of Louisville, its employees, agents, representatives, and volunteers, including but not limited to the owners of the bicycles and the sponsors of the UofL Bikeshare Program harmless from any and all obligations, liabilities, claims, demands, costs, and expenses, including attorney's fees, or demands of any kind and nature whatsoever which may arise by or in connection with my operation of one of the bicycles provided by the UofL Bikeshare Program. The terms hereof serve forever as a release and assumption of risk for my heirs, estate, executor, administrator, assignees, and for all members of my family.

I understand that this is an ASSUMPTION OF ALL RISKS AND A GENERAL WAIVER OF ANY AND ALL CLAIMS OR CAUSES OF ACTION which I may have or might accrue as a result of the foregoing activities.

**FINANCIAL LIABILITY**

I understand that I am responsible for the care and on-time return of this bicycle. If the bicycle is lost, stolen, or irreparably damaged due to my neglect; or if the helmet, key and/or lock are lost or damaged, I agree to pay the following repair/replacement costs. Check the items you are checking-out:

	<u>Fee if lost/stolen/damaged</u>
<input type="checkbox"/> Bicycle.....	\$600
<input type="checkbox"/> Helmet.....	\$50
<input type="checkbox"/> Lock.....	\$50
<input type="checkbox"/> Key.....	\$10

Furthermore, I understand that this bicycle is due back at the point of loan **before the facility closes today** and that a late fee of \$10.00 per day will accrue if I am tardy in the return of this bicycle. **Failure to pay these fines will void my ability to check out bikes from the UofL Bikeshare Program in the future and will result in an automatic payroll deduction in the amount owed.**

\_\_\_\_\_ Initial here to indicate that you have read and agree to the terms of financial liability listed above.

**In signing this Waiver, I acknowledge and represent that I have read it, understand it, and sign it voluntarily as my own free act and deed; no oral representations, statements or inducements, apart from this waiver have been made.**

Date: \_\_\_\_\_

\_\_\_\_\_  
(UofL ID #)

\_\_\_\_\_  
(Print name)

\_\_\_\_\_  
(Phone number)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
(Email address)