

## **Rules and Regulations**

- A valid Campus Recreation Membership is required to rent a bike.
- Availability is not guaranteed. Rental is on a first come, first serve basis.
- Reggie Ride bikes must be returned by the end of the Student Fitness Center business day.
- There is a \$10 late fee per day for unreturned bikes.
- Helmets are not required, but users are strongly encouraged to wear them. Helmets are available to rent at the Welcome Center.
- Bike racks are the proper place to park bicycles. There are racks located throughout campus and the community. It is the responsibility of users to ensure that bikes are parked and secured properly. Locks are provided to the renter by the Student Fitness Center.
- Equipment must be returned by the same person who checked out the equipment.
- The renter is responsible for that piece of equipment until it is returned. In addition, individuals will be charged a fee for damage or loss of equipment. These fees will not exceed \$264.
- Renter agrees to follow all University policies, laws, and regulations. Specifically, but not limited to all traffic and safety rules related to bikes.
- Renter agrees they will not, under any circumstances, use, ride and/or operate the bicycle after consuming, ingesting and/or using alcohol or drugs and/or if the renter has a blood alcohol concentration about the jurisdictional limit prescribed.
- Renter agrees to immediately report a stolen or lost bicycle and/or key to the Department of Campus Recreation and/or Campus Police. The renter is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits, or disbursements of any kind or nature whatsoever related to a stolen or lost bicycle.
- Upon the return of the bicycle, the renter must take part in an inspection of the bicycle after use, riding and/or operation. A Facility Manager will examine and test the bicycle's operating parts including but not limited to: the brakes, lights, steering apparatus, tires, pedals and lock, once the renter returns the bicycle.

## I have read and understand the above listed Rules and Regulations and agree that I am bound by them.

Signature

Printed Name

Date

## Waiver of Liability, Assumption of Risk, and Indemnity Agreement <u>Reggie Ride</u>

While The Board of Trustees of Illinois State University makes reasonable efforts to ensure that the Reggie Ride Bikes are in good working order, it does not make any promises or guarantees to that effect, and therefore I **do hereby release**, **waive**, **discharge**, **and covenant not to sue** the Board of Trustees of Illinois State University, its officers, employees, agents and assigns from liability from any and all claims including those which result in personal injury, accidents or illnesses (including death), and property loss arising from, my use of a Reggie Ride Bike.

Signature of Participant

Date

Signature of Parent of Minor

**Assumption of Risks:** Riding a bike carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks range from 1) minor injuries such as bruises, sprains, floor burns, and soreness to 2) major injuries such as pulled muscles, broken bones, and fractures.

## I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in using a Reggie Bike. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

**Indemnification and Hold Harmless:** I also agree to indemnify and hold harmless the Board of Trustees of Illinois State University from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney's fees, brought as a result of my use of a Reggie Bike.

Acknowledgment of Understanding: I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Participant Date

Signature of Parent of Minor

Date

Date