



State Employee BikeShare Program ASSUMPTION OF RISK, LIABILITY WAIVER AND RELEASE AGREEMENT

The undersigned must attend the in-person or watch the online orientation session conducted by the BikeShare Program (Program) and complete, sign and submit this form to the Department of General Services (DGS) Office of Fleet and Asset Management (OFAM) before participating in the DGS State Employee BikeShare Program (Program). The OFAM will maintain these forms on file for each employee, which are to be updated as required by DGS. Once completed bring the signed form with you at time of first rental and provide to the OFAM Reservation Center, located at 1416 10th Street, Sacramento, CA 95814.

I, _____, agree to and understand:

I expressly assume and accept any and all risk of injury or death to myself or others arising from my use of the State Employee BikeShare Program equipment including, but not limited to the bicycle, helmet, bike lock and bike lock key, and my participation in the Program.

1. I am voluntarily participating in the Program at my own risk and I agree to the terms and conditions in this Agreement.
2. I certify I have completed the DGS OFAM State Employee BikeShare Program online Safety Training.
3. I will observe all safety precautions and all traffic laws when using this equipment.
4. I will keep the equipment in my custody and control, and will not assign it, sublease it, or otherwise allow any other person to use the equipment.
5. I acknowledge that I am responsible for the condition and security of the Program bicycle from the time it is received until it is returned to the care and custody of the Program and locked to the Program's designated rack facility.
 - a. I understand that it is my responsibility to be familiar with the Program's current business hours in order to return the bicycle on time.
 - b. I agree to inspect the bicycle, prior to use, to ensure all removable parts, bicycle, helmet, bike lock and bike lock key are in proper working condition.
 - c. I agree to return the bicycle, including all removable parts, bicycle, helmet, bike lock and bike lock key on time in an undamaged condition and in as good a condition as when received.
 - d. I agree to be financially responsible for repair or replacement of any damaged or stolen equipment that arises from my use of the bicycle or equipment or participation in the Program.
 - e. I will obey all Program rules while participating in the Program.
 - f. I will wear my own bicycle helmet, or one provided by DGS, at all times while riding or otherwise operating the bicycle.
 - g. I will not participate in the Program if I am under the influence of alcohol or drugs, including medication, or in any other way impaired.
 - h. I will not engage in any activity that could distract me from safely operating the bicycle, including the use of a cellular phone, a music player, or a text messaging device.

- i. I understand how to operate the bicycle, apply the brakes, and adjust the seat.
 - j. I understand that bicycle has no lighting equipment with the exception of safety lights.
6. I understand that there are risks inherent in riding a bicycle even when the bicycle and equipment are in good working order and used properly. Injuries are a common, ordinary, and foreseeable consequence of bicycle riding. I further understand that the risks I may encounter include but are not limited to the following:
 - The equipment may break or malfunction, causing loss of or damage to property or injury to my person or to another person.
 - Riding a bicycle requires physical exertion, sometimes extreme physical exertion, and may result in discomfort, pain, or injury.
 - I might encounter hazards, including but not limited to, curbs, loose rocks, sand, uneven cobblestones, changes in pavement or earth gradation, or other obstacles while riding which could cause me to fall from or be propelled involuntarily from the bicycle. I could injure myself by falling to the ground or against some object in or around the bicycle.
 - Bicycle travel, especially in an urban environment, can be exceptionally dangerous. I may be injured by many factors over which I may not have control, including but not limited to collisions with moving objects such as automobiles, motorcycles, pedestrians, other bicyclist, skateboards or other wheeled conveyances.
7. I have utilized similar equipment before this day and understand the risks involved herein.
8. I agree to abide by all rules, regulations and laws governing bicycle use, recognizing that injuries and risks are inherent even when this equipment and all bicycles are properly and safely used.
9. I assume all risks of property damage, injury or death for myself or others arising from my use of the bicycle and equipment, including any injury resulting from mechanical defects or failure of the equipment or actions taken by myself or others without respect to fault.
10. I agree to indemnify, defend, save and hold harmless the Program, the Department of General Services and the State of California, including the state officers, agents and employees, and all funders of the Program, from any and all claims, losses, damages or liability accruing or resulting to any person or entity from my participation in the Program or use of the bicycle and equipment.
11. I, on behalf of myself, my heirs, successors and assigns, hereby waive, release, and forever discharge the Program, the Department of General Services and the State of California, including the state officers, agents and employees, and all funders of the Program, from any and all claims, losses, damages or liability accruing or resulting to any person or entity from my participation in the Program or use of the bicycle and equipment.
12. The Program may terminate my eligibility to participate in the program at any time and for any reason within the discretion of the Program.
13. If any provision of this Agreement is unenforceable or held to be unenforceable all other provisions of this Agreement shall remain in force and effect.
14. Program participants may check out a bicycle, helmet, bike lock and bike lock key ("equipment") for one-day use between the hours of 7:00 a.m. and 5:00 p.m. on regular business days. The Program will not operate on weekends, after hours, on State holidays, or on other days as determined by the Owner.

a. Bicycles are for day use only and shall not be kept overnight. All equipment must be returned no later than 5:00 p.m. on the SAME DAY on which the equipment was checked out. Upon return, Participants must lock the bicycle to the designated Program bicycle rack using the lock provided. The key to the bicycle lock and the helmet must be returned to the Sacramento State Garage rental office (located near the garage exit on the ground floor of the garage).

15. Each Program Participant must provide a valid State Employee Badge to check out the equipment. Program participants must not allow any other person to access or utilize Program equipment or to otherwise provide access to the equipment or equipment storage area.

16. I have carefully read this agreement and that it this is a release of liability and an enforceable document.

17. I understand that failure to comply the terms of this agreement will result in loss of eligibility to participate in this Program at DGS' sole discretion.

18. The BikeShare Program Agreement shall be governed by the laws of the State of California.

By checking this box, I indicate that I have previous bicycle riding experience and that I fully understand and appreciate the risks inherent in riding, using and operating a bicycle.

SIGNATURE: _____ **DATE:** _____

Print Full Name: _____ Driver License #: _____

Agency/Department: _____ Office Address #: _____

Email Address: _____ Business Telephone: _____

Supervisor Name: _____ Supervisor Email: _____

In case of emergency, please notify: _____

Relationship: _____ Contact No.: _____