**GSW Bike Share Program**

**CUSTOMER REQUIRED INFORMATION – ALL FIELDS MUST BE COMPLETED.**

Name (Print): ____________________________ Last Name ____________________________ First Name ____________________________ Middle Initial

Email: ____________________________ Phone: ____________________________

GSW ID #: ____________________________ Bike #

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**Bicycles are loaned out for 1 DAY.**

*Bikes loaned on ANY DAY must be returned no later than ONE hour before the facility closes on that day.*

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**GENERAL INFORMED CONSENT AND RELEASE: BIKE SHARE AGREEMENT:**

- I, the undersigned, recognize that participation in the referenced activity is strictly voluntary and that such participation does not in any manner establish an employer-employee or an agency relationship with the Sponsor or Georgia Southwestern State University.
- I, the undersigned, in consideration of the request and permission to participate in the referenced activity hereby assume full responsibility for all risk of injury or loss which may result from my participation in the activity and hereby agree to hold harmless, release and forever discharge the Sponsor and Georgia Southwestern State University, their officers, agents, and employees from any and all claims and demands whatsoever which the undersigned or any representative of the undersigned, may have by reason of any accident, illness, injury to or death of any person or persons, or damage to or loss or destruction of any property arising or resulting directly or indirectly from participation in the aforementioned and occurring during said participation or any time subsequent thereto, save and except that the above provisions shall not be applicable to injury to or death of person, or damage to or loss of property arising out of the negligent or intentional acts of the Sponsor or Georgia Southwestern State University. The terms of this release will serve as a release and assumption of risk for my heirs, executors and administrators for all of my family members.
- I agree and acknowledge that some activities may be of a hazardous nature and/or include physical and/or strenuous exercise or activity and, understanding this,
- I state that to the best of my knowledge I have no medical, physical or mental health conditions that would hinder or prevent my active participation in the referenced activity. **PLEASE NOTE:** It is strongly recommended that each participant maintain some type of accident medical insurance for his/her own protection.
- I further agree to cover the cost of any lost equipment (while in my care) at the following rates:
  - Loss of lock and/or key $30 (key loss requires lock to be replaced).
  - Loss or damage of helmet: $50
  - Loss or damage of front/rear light: $50
  - Loss or damage of bicycle $200.00
- **INITIAL:** I agree to take responsibility for the bicycle while I have it checked out and agree to report any problems, mechanical or otherwise upon returning the bicycle. I am 17 years of age (or older) and agree to all the terms and conditions of this agreement AND I consent that (if a student) GSW may charge my student account and (if an employee) GSW may collect through payroll deduction, all associated fees (as listed above) for non-compliance with this agreement.

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**GSW BIKE SHARE TERMS AND CONDITIONS:**

1. **CONDITION:** Bicycle, helmet and lock/key, front/rear light must be returned in the same conditions as when issued to user.

   a. **If there are any damages done to the bike while it is in the renter’s possession, the renter agrees to pay for any and all damages done to the bike.**

2. Age Restriction: Must be a minimum of 17 years old to participate in this program and a GSW affiliate. **By signing this waiver form, user acknowledges he/she is at least 17 years old.**

3. NO WARRANTY: Georgia Southwestern State University makes no warranties express or implied including the warranties of merchantability and fitness for a particular purpose.

4. Bicycle Restricted Use Requirements:
   - **Bike for user only:** User agrees that only he/she will be riding the bicycle during the term of this bicycle agreement.
   - **Helmet use:** It is highly recommended that a bicycle helmet (that meets the Consumer Product Safety Commission for protective headgear) is worn while riding this loaner bicycle.

5. Fines or Violations: User acknowledges that all traffic and parking citations received in the use of this bicycle are the sole responsibility of the user.

6. **RETURN:** Bicycle, helmet and lock/key, and front/rear lights must be returned by the end of the loan period (ONE HOUR before Fitness Center closes). User will be charged a **$10.00/day late fee. After 3 business days, if not returned, user will be charged the full cost of the bicycle ($200), helmet ($50) and rented equipment ($80 for lock and/or key, and lights), total $330.** Failure to return bicycle, helmet, lock/key, and lights will subject user to legal liability of $330.00, as well as having student account placed on hold.

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**Signature ____________________________________________ 913# ____________________________**

Date: ____________________________

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**Georgia Southwestern State University Bike Share Program  Rev. 01/2019**