

Bicycle Users Liability Waiver and Release Form
WHOI Bike Loaner Program

For and in consideration of permission to participate in the WHOI Bike Loaner Program, including the privilege to use a bicycle made available to participants, I understand and agree that:

1. I have received and read the Bicycle Guidelines and Policies provided by the WHOI Bike Loaner Program, and will comply with the guidelines and policies it sets forth.
2. I must deposit \$40 upon borrowing a bicycle. Of that amount, \$20 will be returned to me upon my return of the bicycle. The remaining \$20 will be retained by the WHOI Bike Loaner Program to cover maintenance costs of the bicycle.
3. I will return the bicycle on the date and at the location agreed upon by a representative of the WHOI Bike Loaner Program and me, and prior to my departure from WHOI. Failure to do so will mean forfeiture of the entire \$40 deposit.
4. In the event that the bicycle is damaged, lost, or stolen during the period I am borrowing it, I will be liable for costs up to the forfeiture of my entire \$40 deposit.
5. If any equipment provided with the bicycle, including but not limited to a helmet or bicycle lock, is damaged, lost or stolen during the period I am borrowing such item(s), I will be liable for costs up to the forfeiture of my entire \$40 deposit.
6. I will not use the bicycle while under the influence of any drugs or alcohol.

I CERTIFY THAT I HAVE READ THIS DOCUMENT AND I FULLY UNDERSTAND ITS CONTENT. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND I SIGN IT OF MY OWN FREE WILL. I intend by my signature this to be a complete and unconditional release of all liability to the greatest extent allowed by law.

In further consideration participation in the WHOI Bike Loaner Program, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) I WAIVE, RELEASE, AND DISCHARGE from any and all liability, including but not limited to, liability arising from the negligence or fault of WHOI, for my death, disability, personal injury, property damage, property theft, or actions of any kind which may hereafter occur to me while participating in the WHOI Bike Loaner Program WHOI and/or their directors, officers, employees, volunteers, representatives, and agents;

(B) INDEMNIFY, HOLD HARMLESS, AND PROMISE NOT TO SUE the entities or persons mentioned in this paragraph from any and all liabilities or claims made as a result of my participation in the WHOI Bike Loaner Program including but not limited to medical expenses, whether caused by the negligence of release or otherwise.

I acknowledge that this activity is inherently dangerous and carries with it the potential for death, serious injury, and property loss. The risks include, but are not limited to, dangers and hazards associated with bicycle riding on public, private or any other ways that may result in injury, death or damage to me and/or my property. I hereby understand that that WHOI is not in any way responsible for the costs incurred as a result of any medical treatment which may be necessary in the event of injury, accident, and/or illness during this activity.

The undersigned further expressly agrees that this Waiver and Release of Liability is intended to be as broad and inclusive as is permitted by law and that if any portion of the Agreement is held invalid or unenforceable the balance shall notwithstanding continue and survive intact in full legal force and effect.

This Waiver and Release of Liability shall be governed, construed and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Any dispute, controversy or claim arising out of or relating to this Agreement shall be litigated, if at all, in and before the courts of the Commonwealth of Massachusetts, to the exclusion of the courts of any other state, territory or country.

Bicycle User's Name (printed)

Bicycle User's Signature

Department

Date

Supervisor

Bicycle Guidelines and Policies
WHOI

1. Bicycles are available to WHOI Visitors between April 15 and November 1.
2. Bicycles should be stored in designated bicycle racks situated around the Institution and Institution housing. During rain and snow, bicycles should be stored under cover.
3. The maximum length of a bicycle loan is 3 months. An extension may be granted provided there is not a waiting list.
4. Contact Susan Mills smills@whoi.edu to request or return a bicycle.
5. In the event of a lost or stolen bicycle, please immediately call the police 774-255-4527 and email Susan Mills.
6. Information regarding “The Rules of the Road” can be found in Chapter 4 of the Massachusetts Driver’s Manual. Please familiarize yourself with road signage and proper conduct <http://www.mass.gov/rmv/dmanual/>.
7. Laws pertaining to bicyclists can be found at <http://www.massbike.org/laws>
8. Each bicycle will possess a tag indicating it is the property of WHOI. Please do not remove this identification.
9. For information regarding bike paths and maps of the area are available here: <http://www.falmouthmass.us/gis/falmouthbikewaysmap.pdf>