Tufts University Community Bike Program Release Waiver

Section 1: Exculpatory Agreement and Release

I, the undersigned, wish to participate in activities associated with the community bicycle program offered at Tufts University. I am expected to follow all program rules and assume all responsibility for my actions. I am expected to follow common sense rules of safety which include, but are not limited to, wearing a helmet, following traffic laws, and locking the bicycle. I, the undersigned, hereby acknowledge and understand that Tufts University neither accepts nor assumes responsibility for any participant’s welfare, for acts or omissions, or for any injuries, claims or losses arising from those acts or omissions. Tufts University gives no assurances or warranties as to the safety of the equipment.

I further acknowledge that I am aware of the risks of injury, property damage or loss, or even death entailed in participation in this community bicycle program. I do fully and completely assume all risks, and accept full responsibility for my physical fitness to participate in this program. I, along with my administrators, executors, heirs and assigns, further agree to indemnify, release and hold Tufts University, its Trustees, officers, employees and agents, harmless from all expenses, losses, claims and causes of action in connection with any personal injury, accident, damage, claims, cost, expenses or other loss suffered or incurred by me arising out of my participation in this program. I further agree to defend, indemnify and hold Tufts, its Trustees, officers, employees and agents harmless from all damages, liabilities and expenses (including reasonable attorneys’ fees and costs) arising out of or as a result of claims against Tufts by third parties relating to my participation in this program. I am a current undergraduate, graduate student, faculty, or staff member at Tufts University and am over the age of eighteen.

I assume full responsibility and liability for use and operation of Tufts Bikes bicycles. I hereby release, indemnify, covenant not to sue, and hold harmless Tufts University and its officers, employees, students and agents from any and all liability and claims arising from my use of this equipment. I agree to the covenants and agreements herein contained shall inure to the benefit of and be binding upon my executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

I understand and accept that any fees incurred (e.g. late fees, damage fees, replacement fees) will be charged to my bursar’s account. I have carefully reviewed the requirements, commitments, obligations and policies of this document including the fee structure associated with late, lost, stolen or damaged equipment and I am signing this document of my own free will in order to gain permission to participate in the bicycle program.

Section 2: Loan Policies and Fees

- **All loans are for 8-hour periods.** If you check out a bike and the library closes before the end of your 8 hours, you may keep the bike overnight but must return no more than 1 hour after the library opens again. If a bicycle is turned in after this period the user will be charged a late fee. If a bike is turned in late you will still be charged the late fee.
- All users must sign a waiver before being authorized to check out a bike. This will be kept on file for the semester and will show up on your Tufts ID when checking out a bicycle.
- Only Tufts students, faculty and staff may rent Tufts Bikes’ equipment.
- You may not return bike keys through the 24 hour drop box and will be charged for late/lost fees if the keys are not recovered by the library staff even if you have returned the bike through the 24 hour drop box.
- Users may ride anywhere they wish but must ride on pavement and not on rough terrain.
- If it becomes apparent that a user is violating the procedures or exploiting the spirit of Tufts Bikes, they will no longer be allowed to check out bikes.
DAMAGE AND REPLACEMENT FEES:

**Damage or Replacement Fee Procedure:**

You are responsible to take any unsecured item with you when you lock the bicycle. If a theft occurs after you have returned your bicycle you will not be responsible for paying the replacement costs but you must contest the fee through Tufts Bikes before 5 days or the bill will be sent to the Office of Campus Life. If the bike you have checked out is damaged please report the damage using a damage report form available at Tisch Circulation before you ride and you will not be held accountable for any previous damage; if you do not fill out this damage report form before riding you may be held accountable for any damage even if it occurred due to a previous user. In the case that damage occurs while the bike is checked out to you, you may be charged for that damage but remember that many types of damage like flat tires are considered normal wear and tear and you will not be charged. If damage is found or reported, you and the Office of Student Affairs will be notified of the damage fine owed. You will have until the end of the semester to pay the damage fee, by cash or check only, to the Office of Campus Life. If you do not pay by the end of the semester, the charge will be transferred to your Bursar’s account.

**Fee Examples:** (For full list of damage please ask Tufts Bikes at TuftsBikesMechanic@gmail.com)

<table>
<thead>
<tr>
<th>DAMAGE CATEGORY</th>
<th>COST</th>
<th>EXAMPLE OF DAMAGE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Regular Wear and Tear</td>
<td>No fee</td>
<td>Flat tires, broken chains, etc.</td>
</tr>
<tr>
<td>Minor Damage</td>
<td>$35</td>
<td>Front wheel replacement, fenders, lost/broken lock, lost keys, damaged/lost basket, lost/broken light</td>
</tr>
<tr>
<td>Major Damage</td>
<td>$100</td>
<td>Broken fork, stolen seat</td>
</tr>
<tr>
<td>Bicycle Replacement</td>
<td>$350</td>
<td>Bent frame, lost, theft</td>
</tr>
<tr>
<td>Helmet Replacement</td>
<td>$35</td>
<td>Any damage, lost, theft</td>
</tr>
</tbody>
</table>

**LATE FEES: LATE FEE PROCEDURE**

If a bicycle is returned late, or if a bicycle key is returned through the 24-hour drop box and not recovered by the library, the user will be charged a late fee of $1.00 per hour until the key is returned or retrieved, up to a maximum fine total of $50.00. Bike users will receive an overdue notice from Tisch library on the first day that the bicycle is considered late followed by a second overdue notice on the third day. If the bicycle is not returned within 5 days, the user will be charged a replacement fee of $350 plus $50.00 overdue fines. A Tisch Library bill notice with this information will be sent to the user on the sixth day. If the bicycle is returned after 5 days and before the charges are sent to the bursar, the replacement fee will be removed leaving only the overdue fines. Fines for overdue bicycles can be resolved at the Tisch Circulation desk. Unpaid charges are forwarded to the bursar. If a bicycle is not returned before the end of the semester in which it was borrowed, and the charges have been forwarded to the bursar, the user will not be eligible for any bursar credit for the return of the bike.

<table>
<thead>
<tr>
<th>Item</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>All Bicycles</td>
<td>$1/ Hour if it is turned in late at all</td>
</tr>
<tr>
<td>Helmets</td>
<td>$1/ Day if it is turned in late at all</td>
</tr>
</tbody>
</table>
TUFTS BIKES PROCEDURES AND RESPONSIBILITIES

To Borrow a Bike from Tufts Bikes:
1. Check Tisch Circulation for bicycle availability.
2. If a bike is available, go to circulation desk at Tisch Library and ask to check out a bicycle.
3. You are required to sign a waiver the first time you request a bike loan. Waivers are kept on file and are valid for 1 semester only.
4. You are required to have your Tufts ID to borrow a bicycle. You can also borrow a helmet at the library.
5. You will receive a key to the bike lock and a keychain that has the number of the bike you checked out.
6. Walk to the rack where your bike is locked. There are two Tufts Bikes bicycle rack locations, one on the upper patio of the Tisch (bikes 1-16) and one on the upper patio of the campus center by the Bookstore (bikes 17-30).
7. Find the corresponding numbered bike to your key chain and unlock U-lock.
8. Perform ABC Quick Check (instructions will be attached to shelter) by checking the air, brakes, chain, quick release, front and back lights, as well as an overall inspection of bicycle before riding.
9. If you notice any issues YOU MUST RETURN TO THE LIBRARY AND FILL OUT A DAMAGE REPORT FORM OR YOU WILL BE HELD ACCOUNTABLE FOR THE DAMAGE AND SUBJECT TO ANY AND ALL FEES ASSOCIATED WITH THAT DAMAGE.
10. Enjoy your ride and don’t forget to lock up!

Riding Rules:
1. Be safe and follow all Massachusetts Traffic Laws and Regulations for bicyclists.
2. Turn on both your back and front light if riding at night. It is illegal in Massachusetts to ride at night without both a front and rear light.
3. Wearing a helmet is STRONGLY recommended.
4. YOU ARE RESPONSIBLE FOR ALWAYS LOCKING A STURDY PART OF THE BIKE FRAME TO A BIKE RACK USING THE U-LOCK AS WELL AS FOR TAKING ANY UNSECURED ITEM WITH YOU.
5. Please ride only on paved surfaces and not on any rough terrain.
6. If you experience a problem while riding (i.e. a flat tire), you are still responsible for returning the bicycle to campus; we will not come and collect the bike. Please notify the library upon returning the key that your bicycle has been damaged by filling out a damage report form at the Tisch Circulation Desk.
7. If you checked out a helmet and you choose not to carry it with you, you are responsible for locking up the helmet as well.
8. Use common sense when riding and locking your bike. Do not leave a bicycle in a place prone to bicycle theft, especially overnight. Instead, take the bicycle inside or to a more secure location.

To Return a Bicycle:
1. The bike must be returned to its correct Tufts Bikes bike rack location on campus that corresponds to your bike number. If there are other bikes locked where your number is, please find an appropriate alternative and fill out a damage report saying where you locked the bike.
2. Lock U-lock around BIKE FRAME AND RACK.
3. Please walk into the library and return all rented equipment including keychain with U-lock key, as well as any other optional equipment such as a helmet to the circulation desk. **YOU MAY NOT RETURN KEYS TO THE 24-HOUR DROP BOX OR YOU WILL BE CHARGED LATE FEES UNTIL THE KEYS ARE RECOVERED.** The bike will not be considered returned until the keys are returned so don’t forget to drop them off!
4. If you experienced a problem while riding your bike, please inform the front desk and fill out damage. Note that you will not be responsible for common issues associated with normal wear and tear such as flat tires, broken chains etc.
2012-2013
Tufts University Community Bike Program Release
Waiver: EXCULPATORY AGREEMENT AND RELEASE

1) It is expressly agreed that the use and/or operation of any Tufts Bikes bicycle by the undersigned (hereinafter referred to as the "User") is at the User's sole risk and User assumes any and all risk from the use and/or operation of any Tufts Bike Share bicycle. It is further expressly agreed that Tufts Bikes and Tufts University and its officers, representatives, employees, and agents, shall not be liable for any claims, demands, injuries, damages, actions or causes of action, whatsoever to the User or any other person arising out of or connected with the use and/or operation of any Tufts Bikes Share bicycle, and User does hereby expressly forever release and discharge Tufts Bikes and Tufts University from any and all claims, demands, injuries, damages, actions or causes of action, and from all acts of active or passive negligence on the part of the Bike Share Program. I agree to follow all of the outlined procedures and responsibilities. I agree to ride the bike in a lawful manner and only on paved surfaces. I agree to always secure the bike and all bicycle accessories. I accept all financial responsibility for paying any and all fees incurred including late return, repair, and replacement fees and understand that these fees will be charged to my bursar's account if not paid directly to the Tisch library.

I hereby certify that I have read and agree to follow all of the rules and procedures stated above. I have read the foregoing Exculpatory Agreement and Release, and by signing below acknowledge that I understand the Exculpatory Agreement and Release and agree to all its terms.

Date:_____/_____/______ ID # __________________

PRINT NAME: _____________________________________________

Signature:__________________________________________________

Address:___________________________________________________

___________________________________________________________

Email:______________________________________________________(add to Tufts Bikes elist? yes/no)

Telephone:_________________________________________________

Tufts Affiliation (please select)

□ Undergraduate Student □ Graduate Student □ Faculty or Staff

2) I hereby authorize Tisch Library to release my name and contact information (email and/or phone number) to the Tufts Bikes Student Bike Share Manager if and when damages are reported following my use of a Tufts Bikes bicycle. This information will be used expressly to contact me concerning any damage fees I may owe.

Signature:____________________________________________________Date:___/___/___

If you have any questions or concerns regarding the language or details of this document prior to signing, please contact Tufts Bikes at TuftsBikeShare@gmail.com