

## *Blue Urban Bikes Program*

### **Accident Waiver and Release of Liability**



I acknowledge that by becoming a member of Blue Urban Bikes and utilizing its fleet of recycled bicycles I am placing myself at potential risk for death, serious injury and property loss. The risks include, but are not limited to, those caused by terrain, facilities, temperature, weather, physical condition of user, equipment, vehicular traffic, actions of other people including, but not limited to, other users, volunteers, third parties and spectators. These risks are not only inherent to bicycling, but are also present for volunteers. I hereby assume all of the risks of participating and/or volunteering in this initiative. I realize that liability may arise from negligence or carelessness on the part of the persons or entities being released, from dangerous or defective equipment or property owned, maintained or controlled by them or because of their possible liability without fault.

I certify that I am physically fit, have sufficient knowledge on vehicle and traffic safety laws and understand that it is recommended that all users wear a helmet. I shall not violate any North Carolina, Chapel Hill or Carrboro motor vehicle laws or ordinances. I shall not operate a bicycle while impaired by any drug or alcohol.

I acknowledge that this Accident Waiver and Release of Liability form will be used by Blue Urban Bikes, sponsors and organizers, in which I may participate and that it will govern my actions and responsibilities during my use of its services.

In consideration of my application and permitting me to participate in this program, I hereby take action for myself, my executors, administrators, heirs, next of kin, successors, and assigns as follows:

(A) Waive, Release and Discharge from any and all liability for my death, disability, personal injury, property damage, property theft or actions of any kind which may hereafter accrue to me including my traveling to and from this program or using the program's bicycle, equipment or other facilities, **THE FOLLOWING ENTITIES OR PERSONS:**

Blue Urban Bikes - Their directors, officers, employees, volunteers, representatives, and agents, the event holders, sponsors, volunteers;

(B) Indemnify and Hold Harmless the entities and persons set forth in (A) above from any and all liabilities and claims arising from my participation in this program, including my use of a bicycle belonging to the program, irrespective of whether the cause of the claims or liability arise from the negligence, acts or omissions of me, a third party, or the program.

I understand that it is my duty as a user of the Blue Urban Bikes program to inspect the bike before each use it to see if the bike is working order. This includes checking tires for proper air pressure, checking brake function, seat stability and chain (drivetrain) functioning. By signing below, I certify that I understand that the duty to make such inspection is not the responsibility of Blue Urban Bikes or its affiliates, but mine alone. In addition, I agree to report any malfunctions or problems with program equipment to the Recyclery at once and to immediately cease using any bike in need of repair.

Additionally, by signing below I hereby agree that if a bike that I have rented or checked out is lost or stolen during my possession of the bike, the Blue Bike Program reserves the right to charge up to a \$200 fee for replacement of the property.

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I understand that at this program or related activities, I may be photographed. I agree to allow my photo, video or film, likeness to be used for any legitimate purpose by the program holders, sponsors, organizers and assigns.

The undersigned hereby agrees that as a provision of signing this waiver, the courts of North Carolina shall be the sole forum for adjudication of any claims relating to participation in the program. The Accident Waiver and Release of Liability shall be construed broadly to provide a release and waiver to the maximum extent permissible under applicable law.

I hereby certify that I have read this document; and, I understand its content.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

| <b>Applicant Information</b>   |  |
|--|--|
| Name   |  |
| Street Address   |  |
| City   |  |
| State, Zip   |  |
| Email  |  |
| Please add me to the Blue Bikes email list: <input type="checkbox"/> Yes <input type="checkbox"/> No |  |
| Phone  |  |
| Credit Card Company  |  |
| Credit Card Number   |  |
| Card Expiration Date   |  |
| Emergency notification contact   |  |
| Emergency notification phone   |  |

### Payment Options

- \$10 Donation, check can be mailed to the address below
- 2 hours of volunteer work, please complete Volunteer Information Form

### Payment Details

- Make donation check payable to "SURGE." Please do not send cash by mail.

Please send check/volunteer letter to:

Blue Urban Bikes Program  
c/o SURGE  
PO Box 1188  
Chapel Hill, NC 27514