

BIKE EMORY RELEASE

I, _____ ("Cyclist"), a current student/staff/faculty member of Emory
(Printed Name)

University ("Emory") am over the age of eighteen (18), and therefore have the legal authority to enter into this agreement ("Release") on this the _____^{th/nc} day of _____, 200__ as set forth herein.

WHEREAS, Emory operates the "Bike Emory" program (the "Program") to encourage cycling among faculty, staff and students as a commuting option instead of driving on and around Emory's campus;

WHEREAS, Emory has made available a fleet of bicycles ("Equipment") to loan to Cyclists; and

WHEREAS, Cyclist desires to borrow the necessary Equipment from Emory to participate in the Program.

NOW, THEREFORE, in consideration of the acts and promises contained herein, Cyclist agrees as follows:

1. Cyclist expressly assumes all risks resulting from his/her participation in the Program, including, but not limited to, risks associated with Cyclist's use and operation of the Equipment.
2. Cyclist releases, covenants not to sue, and forever discharges Emory, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, employees, and students, together with their successors and assigns, from and against any and all claims, demands, rights, and causes of action of whatever kind or nature, including, but not limited to, negligence arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily, and personal injuries, damage to property, and the consequences thereof resulting from Cyclist's use or operation of the Equipment, or participation in the Program.
3. Cyclist agrees to defend, indemnify and hold harmless Emory, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, employees, and students, together with their successors and assigns, from and against any and all claims, suits, liabilities, costs and expenses, including reasonable attorneys' fees, for any death, injury, loss, or damage arising out of Cyclist's use or operation of the Equipment, or participation in the Program, except if caused by Emory's negligence.
4. Cyclist shall be responsible for any damages to the Equipment resulting from Cyclist's negligent or wrongful use or operation of the Equipment, such damages shall include, but are not limited to, repairs, parts, and replacement costs. Cyclist shall not be responsible for damages or failures of the Equipment resulting from normal wear and tear.
5. Cyclist represents she/he is reasonably capable of operating the Equipment within the scope of the Program's prescribed use as described herein, and is legally able to do so under the laws of the State of Georgia. Cyclist agrees to operate the Equipment in accordance with all applicable local, state and federal laws, rules, and regulations, including, but not limited to, wearing a helmet at all times while using the Equipment.
6. Cyclist hereby acknowledges and agrees that with the exception of reasonable routine maintenance and upkeep, Emory is not responsible for the condition of the Equipment; therefore, Cyclist's acceptance of the Equipment is on an "as is" basis. Emory hereby disclaims any and all express and implied warranties, including without limitation those of fitness for intended use, and

Emory shall not be liable for consequential, incidental or indirect damages caused by the Equipment or Cyclist's use thereof.

7. Cyclist represents and warrants that she/he has adequate medical insurance coverage in the event Cyclist sustains an injury during the use or operation of the Equipment, or while participating in the Program; and Cyclist agrees to provide Emory with proof of such insurance upon request.

8. Cyclist agrees the covenants and agreements herein contained shall inure to the benefit of and be binding upon Cyclist's executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

IN WITNESS WHEREOF, Cyclist hereto executes this Release on the date first above written.

By: _____

Printed Name: _____

Date: _____