

**CALIFORNIA INSTITUTE OF TECHNOLOGY**  
**Bikeshare Program**

I, \_\_\_\_\_, am 18 years of age or older and voluntarily seek to participate in the Caltech Bikeshare program (“the Program”).

**Assumption of Risk, Waiver of Liability, and Indemnity Agreement**

I acknowledge that my participation in the Program is completely voluntary. I further understand that there are inherent risks of injury, serious bodily harm, and death associated with the Program that cannot be eliminated regardless of the care take to avoid injuries. In particular, as with any bicycle-related activity, there are certain inherent dangers, including but not limited to hazards of the roads, off road terrain, accidents, actions of other persons, personal physical injury, equipment malfunction and/or failure, damage to property, and other injury arising out of or connected to the Program. I expressly agree to accept and assume all such risks, including personal injury and death, arising in any way from my participation in the Program. I agree to use the bicycles at night only with a front white light, back reflector, and all requirements as specified in the California Vehicle Code 21201. I represent that I have no physical or mental condition that prevents me from participating in the Program in a manner that is safe for others and me.

**READ CAREFULLY – YOU ARE WAIVING LEGAL RIGHTS**

In consideration of the benefits I will receive from participating in the Program, I agree, for myself, my heirs, personal representatives and assigns, to release and discharge and promise not to sue Caltech Bikeshare, as well as any person acting in his/her capacity as student, employee, officer, volunteer, or agent of Caltech Bikeshare or Caltech Bike Lab (collectively referred to as the “Caltech Bikeshare”), Caltech and any subsidiary, affiliate or government sponsor of Caltech, as well as any person acting in his/her capacity as employee, officer, trustee, volunteer, or agent of Caltech (collectively referred to as “Caltech”), from and with respect to any and all claims that may arise from, are related to, or are in any way connected with the Program, resulting in injury, illness, death, damage or property loss, whether the claims result from the negligence of the Bikeshare club and/or Caltech, or from any other cause, provided, however, that this does not extend to gross negligence, willful misconduct or a violation of law by Caltech Bikeshare or Caltech. I knowingly and voluntarily waive any and all rights and benefits conferred upon me by the provisions of Section 1542 of the California Civil Code or by any similar law or provision, which Section reads as follows: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.”

I agree to indemnify Caltech Bikeshare and Caltech for any and all claims and liabilities against them arising out of or relating to my participation in the Program. I understand and agree that if a claim, suit, or attachment is brought or sought against me as a result in any way of my participation in the Program, I shall not be entitled to any defense or indemnification by the Bikeshare club or Caltech in connection with such claim, suit, or attachment.

**I HAVE CAREFULLY READ THE ABOVE, FULLY UNDERSTAND THE TERMS AND UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS, INCLUDING MY RIGHT TO SUE. I ACKNOWLEDGE THAT I AM SIGNING THIS WAIVER AND RELEASE FREELY AND VOLUNTARILY AND INTEND BY MY SIGNATURE THAT THIS WAIVER AND RELEASE BE A COMPLETE AND UNCONDITIONAL RELEASE OF CALTECH BIKESHARE AND CALTECH FROM ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Phone