



## **Transportation & Parking Services**

### **Princeton Bike Library Program Participation Agreement, Release, and Waiver**

This Bike Library Program Participation Agreement, Release and Waiver (this “Agreement”) is being entered into by The Trustees of Princeton University (“Princeton University”) and myself, \_\_\_\_\_ for the purposes of memorializing the agreements and understandings between Princeton University and myself with respect to my participation in the Princeton University Bike Rental Program (the “Program”).

#### **GENERAL PROVISIONS**

I am voluntarily participating in the Program. I acknowledge that riding a bicycle requires physical effort and I understand the inherent risks involved including, without limitation, injury (including death) to myself or others and loss or damage of personal property. I fully assume all risks to myself and others, including but not limited to, collision with pedestrians, vehicles, other cyclists, and/or fixed or moving objects, whether or not caused by my own negligence or the negligence of other pedestrians, cyclists or drivers, or nobody’s negligence.

I have been informed of, and I understand, the various aspects of the Program, including the above mentioned risks. Knowing these risks, I still choose, knowingly and voluntarily, to participate in the Program for the following period (the “Rental Term”):

\_\_\_\_\_.

My decision is made with full knowledge of the risks that are inherently associated with the Program. I attest that I am physically and mentally fit to participate in the Program and understand that Princeton University takes no responsibility for verifying my physical and mental fitness for participation.

I understand that for purposes of the Program, Princeton University is not providing liability coverage in any capacity for my participation in the Program. Accordingly, any liabilities (whether from my negligence, errors or not) arising from my participation are my sole responsibility. I acknowledge I have an independent right to seek my own insurance should I wish to insure my participation in the Program.

I understand that I am the only person authorized to ride the rental bicycle provided under the Program, and I agree not to authorize anyone else to ride it. I agree to use the bicycle in

a safe and appropriate manner, including refraining from mountain biking, trick riding, ramp riding, jumping, aggressive riding, riding on severe terrain, riding in severe climates, racing, riding with heavy loads, institutional or industrial use, or any similar activities. I agree to refrain from any risky or inappropriate behavior, including any behavior involving alcohol or drug use, as indicated within Title 39 of the [New Jersey Motor Vehicles and Traffic Regulations](#). I agree to comply with all applicable local, state, and federal laws, rules, and regulations, including, without limitations the regulations set forth in Title 39 of the New Jersey Motor Vehicles and Traffic Regulations, (Please review the State of New Jersey Department of Transportation site:

[www.state.nj.us/transportation/commuter/bike/regulations](http://www.state.nj.us/transportation/commuter/bike/regulations) for specific understanding of some of the New Jersey law requirements.) I acknowledge that I am at least 17 years of age and, therefore, not required to wear a helmet to ride a bicycle under the law of the State of New Jersey. **Nevertheless, I understand that use of a helmet is highly recommended by Princeton University when participating in the Program and acknowledge that I have been provided with a complimentary helmet as part of participation in the Program.** Should I use the bicycle without a helmet, it is expressly understood that I will hold Princeton University harmless for any injuries I sustain that would have been prevented had I been wearing a helmet, and/or for any injuries that would have been less severe had I been wearing a helmet.

I acknowledge that I will have access to a sound working bicycle equipped with bicycle lock at the onset of this Agreement. I assume responsibility and agree to lock the bicycle securely and properly in order to prevent theft and use by those not registered to use the bicycle. **UNDER NO EXCEPTION SHALL I LEAVE THE BICYCLE UNATTENDED OR UNLOCKED.** I also agree not to park the bicycle or otherwise secure it in any manner that violates Princeton University's bike and scooter parking guidelines: <https://transportation.princeton.edu/getting-campus/biking-walking/bike-parking>.

I acknowledge that I will be responsible for any injury, losses, costs, damages, claims, demands and causes of action of whatever kind or nature, including, without limitation, reasonable attorney and expert fees, arising out of or in connection with my participation in the Program and the bicycle assigned to me (collectively, "Claims"), including, without limitation, accidents in which damages are sustained to the bicycle or injuries are sustained by myself or others. I will bring my bicycle to the designated repair location (Kopp's Cycle, 38 Spring St, Princeton, NJ 08542) if the bicycle, or any bicycle part, is damaged or in need of adjustment or repair. Pickup of a disabled bicycle can be arranged if necessary by calling The Service Point at 609-528-3800. I acknowledge that any repair needs over **\$100** and/or deemed negligent damage by a certified bicycle mechanic at the designated repair location (Kopp's Cycles) will result in Transportation and Parking Services being notified and may result in the forfeit of my deposit.

**TO THE EXTENT PERMITTED BY LAW, I, FOR MYSELF, MY HEIRS, PERSONAL REPRESENTATIVES OR ASSIGNS, DO HEREBY RELEASE, INDEMNIFY AND AGREE TO HOLD HARMLESS PRINCETON UNIVERSITY, ITS TRUSTEES, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, REPRESENTATIVES AND VOLUNTEERS FROM ANY AND ALL CLAIMS. I**

**FURTHER AGREE NOT TO ASSERT ANY CLAIMS AGAINST PRINCETON UNIVERSITY. I ACKNOWLEDGE AND AGREE THAT THE UNIVERSITY IS EXTENDING ME THE PRIVILEGE OF PARTICIPATING IN THE PROGRAM IN FURTHERANCE OF ITS CHARITABLE, EDUCATIONAL MISSION AND THAT I AM THEREFORE A BENEFICIARY OF ITS CHARITABLE WORKS, AS CONTEMPLATED BY THE NEW JERSEY CHARITABLE IMMUNITY ACT, N.J.S.A. 2A:53A-7.**

## **FEES**

I acknowledge that this bicycle comes with one (1) lock (includes U-lock and cable), and one (1) key (together, "Accessories"). This bicycle also comes with one (1) helmet that is not considered part of the rented "Accessories" and does not need to be returned at the conclusion of the rental term.

Bicycle rentals under the Program are provided for a semester or year term. Each semester rental cost is **\$100**, which includes a refundable **\$75** deposit that will be returned to me at the end of the semester, subject to passing an inspection of the bicycle and its Accessories. Each year rental cost is **\$150**, which includes a refundable **\$110** deposit that will be returned to me at the end of the year, subject to passing an inspection of the bicycle and its Accessories. Payment of the rental fee and deposit is required at the Service Point before a bicycle can be released.

I acknowledge that I will return the bicycle and all of its Accessories at the end of the Rental Term, in accordance with the directions provided by Transportation and Parking Services via email. If a bicycle is returned in poor condition (beyond normal wear and tear) or if the bicycle or any of its components are lost, stolen, or damaged, I will incur a fee (as detailed below) that will be deducted from my deposit and, if applicable, charged to my student account.

- Lost or damaged U-lock and/or key: **\$30**
- Significant but repairable damage to bicycle as determined by a certified bicycle mechanic at the designated repair location: **\$75 (semester); \$110 (year)**
- Lost, stolen, or unrepairable bicycle: **\$400**

I understand that if the bicycle assigned to me is not returned by the end of the rental period in accordance with the directions provided by Transportation and Parking Services, I will lose my deposit and be charged **\$400** to my student account. I further understand that I will not be eligible to rent a Princeton University bicycle if the bicycle was not returned by me in a timely manner at the end of the previous rental period.

By checking the "Accept Agreement" box below, I acknowledge that I have read and understand the terms of this Agreement and I agree to the terms. I further state that I am of lawful age and legally competent to sign this Agreement. I understand that the terms herein are contractual in nature and limit my legal rights. I have signed this Agreement of my own free act and with the knowledge that I am agreeing to waive and give up legal rights. If any

provision of this Agreement is found to be unenforceable, invalid, or otherwise in conflict with any governing law, the remaining portions shall continue to have full force and effect.

Accept Agreement

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_