BLUE BIKE BORROWER INFORMATION

How to Borrow a Blue Bike

1. Complete this check out form and liability waiver, then email to Kay Gazaway at sustainability@ucar.edu.
   • If possible, take a look at the bikes available at the Blue Bike rack in front of FL-2 or the Blue Bike rack in the CG1 garage and identify your top two choices. Email the names of your preferred bikes.
   • After your form is received, you will be assigned a bike.

2. Return your bike and lock key on time. Return bike to rack from which it was taken, and return key to the Sustainability office by black bag. Include your name and name of bike with key return.

Rules of Use

• Ride safely, and within your own bicycling abilities.
• Maximum check-out one month. Blue Bike use is limited to one month per year, per person. (Exceptions for Division Blue Bike riders.)
• Only the person who borrows the bike may ride it. You cannot check out a bike for someone else to ride.
• Use: Blue Bikes are intended for commuter use, not for long distance rides or mountain biking.
• Maintenance: Note any maintenance needs you encounter. Refill the tires with air as needed. If your bike needs a repair during your check out period, contact the Sustainability office to get a replacement bike and get the bike you checked out repaired.
• We recommend that only experienced bicyclists with well-fitting personal bikes ride on the hill below the Mesa Lab, and other steep hills.

Contact Kay Gazaway with any questions: sustainability@ucar.edu, x8537.

Bike Loan Information

Rider name:________________________________________________________

Blue Bike assigned:____________________________

Check-out Date: ____________________________

Due Date: _________________________________

Rider Signature: _______________________________ Date: _______________________________

For Sustainability office use only:

Date of Bike Return: __________________________ Condition Upon Return: ________________________
UNIVERSITY CORPORATION FOR ATMOSPHERIC RESEARCH
BLUE BIKES PROGRAM
RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK,
AND INDEMNITY AGREEMENT ("AGREEMENT")

Read carefully, then sign.

IN CONSIDERATION of being permitted to participate in the UCAR Blue Bikes Program and to use, for personal use and transportation, a bicycle ("PARTICIPANT"), I for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of bicycling and that I am qualified, in health, and in proper physical condition to use such bicycle. I further acknowledge that such use will be conducted over public roads and facilities open to the public and upon which the hazards of traveling are to be expected. I further agree and warrant that I will use a helmet at all times and if at any time I believe conditions to be unsafe, I will immediately discontinue further use of the bicycle.

2. FULLY UNDERSTAND that: (a) USE OF A BICYCLE INVOLVES RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these Risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others, the condition or the road in which the biking takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either not known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS AND DAMAGES I incur as a result of my use of the bicycle.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE UCAR, THE BLUE BIKES PROGRAM, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, bicycle mechanics, and if applicable, owners and lessors of the premises on which the bicycle is used, (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES ON MY ACCOUNT CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE "RELEASEES" OR OTHERWISE, INCLUDING NEGLIGENT RESCUE OPERATIONS; AND I FURTHER AGREE that if, despite this RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT I, or anyone on my behalf, makes a claim against any of the Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

PRINTED NAME OF PARTICIPANT: __________________________________________________

UCAR DIVISION, or PERSONAL SPONSOR: ____________________________________________

UCAR EXTENSION (or that of SPONSOR): __________________________________________

UCAR EMAIL ADDRESS: _________________________________________________________

PARTICIPANT'S SIGNATURE: ____________________________________________________

DATE: _______________________________________________________________________

ALL PARTICIPANTS MUST BE UCAR EMPLOYEES OR OFFICIAL VISITORS, AND BE AT LEAST EIGHTEEN (18) YEARS OF AGE.

OGC 02-09