

# CHARGER CYCLE BIKE SHARE PROGRAM RELEASE, WAIVER, AND INDEMNIFICATION AGREEMENT

1. I, \_\_\_\_\_, desire to participate in the Charger Cycle Bike-Share Program that provides bicycles for personal use on the campus of The University of Alabama in Huntsville (the “**Program**”). For purposes of this document (the “**Release**”), I understand that “**Program**” refers to the activity specified above and everything I do in connection with it. I also understand that “**UAH**” refers to The Board of Trustees of the University of Alabama for and on behalf of The University of Alabama in Huntsville, and includes all Trustees, officers, employees, agents, assigns, and volunteers.
2. I fully understand that: (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH; (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the Program or otherwise, the condition in which the biking takes place, or the negligence of UAH; (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 a bicycle in connection with the Program. I also understand that UAH representatives may not be trained to care for injuries and/or other problems that occur in connection with my participation in the Program.
3. In consideration of being allowed to participate in the Program, I agree that:
  - a. My participation in the Program is entirely voluntary;
  - b. UAH is not responsible for my personal safety or the safety of my property as I participate in the Program;
  - c. My health does not preclude or restrict my participation in the Program;
  - d. I have adequate health and hospitalization insurance and/or accept the financial responsibility for treatment;
  - e. UAH has permission to authorize emergency medical treatment for me; and
  - f. UAH has no responsibility for any injury that might occur in connection with that treatment.
  - g. Despite the existence of this Release, UAH does not waive and specifically reserves all immunities and defenses to which it is entitled by the constitution, laws, and statutes of the United States and the State of Alabama, including, without limitation, the immunities contained within Article 1, section 14, of the Constitution of Alabama.
4. Also in consideration of being allowed to participate in the Program, I agree:
  - a. To fully assume all risks and responsibilities of participating in the Program;
  - b. That I have reviewed and will abide by all Policies and Procedures of the Program as set forth by UAH;
  - c. To release, waive, and forever discharge any and all claims against UAH for any injury to me or damage to my property resulting from the negligence of UAH or anyone else involved with the Program; and
  - d. Not to sue UAH, or to seek any money from it or a judgment against it, for any injury to me or damage to my property resulting from the negligence of UAH or anyone else involved with the Program.
  - e. To indemnify and hold harmless UAH from any and all damages suits and claims that arise from my participation in the Program. It is my intention to include the negligence of UAH within the scope of this indemnity agreement and to except only wanton or willful misconduct by the same.
5. I acknowledge and represent that I have carefully read this Release and understand its contents and that I sign it as my own free act and deed. I further state that I am at least nineteen (19) years of age, fully competent to sign this Release, and that the consideration for signing this Release is full and adequate.
6. It is my express intent that, while I am alive, this Release will bind me, my spouse, and the members of my family; and that in the event of my death, this Release will also bind my estate, heirs, administrators, personal representatives, and assigns.

**THIS DOCUMENT IS A RELEASE OF LEGAL RIGHTS. BE CERTAIN YOU READ IT BEFORE SIGNING.**

7. I further agree that this Release will be construed under the laws of the State of Alabama, and if any provision of this Release is found to be invalid, the remainder of it will remain valid.

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

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