

## RED BIKE WAIVER

RED BIKE TERMS AND CONDITIONS, RIDER'S RELEASE OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY, AND HOLD HARMLESS.

RIDER should CAREFULLY READ all terms and conditions before entering this Agreement.

1. PURPOSE OF AGREEMENT: This document constitutes the entire Agreement ("Agreement") between (a) RIDER, the person agreeing to lease and use the bike ("Bike"), and (b) Cincy Bike Share, Inc. ("RED BIKE").

### 2. GENERAL RENTAL AND USE OF BIKE: Agreements and Restrictions

2.1 RIDER is sole user: RED BIKE expressly agrees to let, and the RIDER expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. RED BIKE and the RIDER are the only parties to this Agreement. The RIDER is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.

2.2 RIDER is 18 or older: RIDER represents and certifies that RIDER is at least 18 years old. If RIDER intentionally or unintentionally misrepresents his/her age, RIDER accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such misrepresentation.

2.3 RIDER is a competent bike operator: RIDER represents and certifies that he/she is familiar with the operation of the Bike, and is reasonably competent and physically fit to ride the Bike.

2.4 Bike is exclusive property of RED BIKE: RIDER agrees that the Bike and any equipment attached thereto, at all times, remains the exclusive property of RED BIKE. RIDER will not make any modification to the Bike at any time.

2.5 Bike Operating Hours and Bike Availability: RIDER agrees and acknowledges that the Bikes are available seasonally, 7 days/week. Bikes must be rented within the maximum rental time limits set forth in 2.6 below. Bikes are limited and Bike availability at any station is never guaranteed. Rider acknowledges and understands that Red Bike does not provide training regarding the use or operation of the Bike.

2.6 Maximum Rental Time and Charges: Maximum rental time is 24 hours. RIDER agrees that RIDER will return the Bike to a designated RED BIKE Station within 24 hours of time that rental of the Bike began. RIDER may then rent again. RIDER agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. Bike Rental Overage Charges are \$0 for the first hour, \$4 for each additional half hour thereafter. The maximum overage charge for a day is \$20 and is based on a calendar day. Upon return of the bicycle, the rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. Bikes not returned within 72 hours will be considered stolen, and Rider will be charged \$1,200. Applicable local and state sales tax included in Rental and Replacement Charges based upon the location of the station where the initial rental took place.

2.7 Bike may be used and/or operated only in the Cities of Cincinnati, Ohio and Covington, Newport, and Bellevue, Kentucky ("Designated Areas"): RIDER agrees to only use, operate and/or ride the Bike in the Designated Areas. RIDER will not, under any circumstances, remove the Bike from the Designated Areas.

2.8 RIDER must follow rules of use and/or operation of Bike: RIDER agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the Designated Areas.

2.9 Bike is intended for only limited types of use: RIDER agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. RIDER agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. RIDER agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

2.10 Rider must not use, ride, and/or operate Bike if impaired: Rider agrees that they will not under any circumstances, use, ride, and/or operate the Bike if they have consumed, ingested, and/or used alcohol or drugs and/or has a blood alcohol concentration above the jurisdictional limit.

2.11 RIDER's use of front carrier/basket is limited: RIDER acknowledges that the front carrier/basket of the Bike is intended for light goods only, and that he/she will not carry people or animals anywhere on the bicycle.

2.12 RIDER must report accident, stolen or lost Bike and/or Red Bike Membership Card: RIDER agrees that he/she must immediately report an accident, or a stolen or lost Bike to RED BIKE and the city police for the Designated Area. Stolen or lost membership cards

should be reported to RED BIKE. RIDER agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or Red Bike Membership Card.

2.13 RIDER responsibility related to Bike use and damage: RIDER agrees to return the Bike to RED BIKE in the same condition received, ordinary wear and tear expected. RIDER agrees to ensure that the Bike is always locked and secured when unattended. Bike may be equipped with wire locks; however, RED BIKE will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether bike locks are used or not properly functioning. RIDER agrees to pay for destruction or loss of Bike and for any damage, including replacement parts. (RIDER agrees to pay for any loss even though damage was caused by someone else). All repairs needed as a result of any damage, will be performed at the normal labor rates. In the event the Bike is lost or damaged beyond repair, regardless of fault or cause, RIDER agrees to pay RED BIKE the full replacement value of the equipment.

2.14: Rider responsibility for fines, fees, tickets: Rider agrees that they are solely responsible and will not hold Red Bike liable for any moving violations, fines, and/or illegal activity incurred by Rider while using, riding, and/or operating the Bike. Rider agrees to pay Red Bike for all fines and/or court costs, including administrative fees for traffic or moving violations assessed against the Bike, Rider, or Red Bike during the rental or use of the Bike by Rider. Rider agrees to pay Red Bike for any costs, expenses, and/or attorneys' fees for processing, pursuing, and/or defending such claims.

2.15: No insurance provided to Rider under this agreement: Rider acknowledges and understands that Red Bike does not provide any insurance to cover property damage, personal injury, injury to others, damages, penalties, losses, or costs.

## 1. WAIVER AND/OR LIMITATION OF LIABILITY

3.1 For and in consideration of rental and use of the Bike, RIDER specifically forever releases and relinquishes and discharges RED BIKE; B-cycle, LLC; the Cities of Cincinnati, Covington, Newport, and Bellevue; all Red Bike Sponsors as well as owners of property upon or near which stations are located ("Released Parties") from any and all claims, liability, cause(s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the Red Bike program, and/or its website, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this agreement any such claims, rights, and causes of action that RIDER (and RIDER'S legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and RIDER (and guardian(s), if applicable) does(do) so on behalf of RIDER's heirs, executors, administrators and assigns.

3.2 RIDER expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of RED BIKE and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.3 RIDER voluntarily agrees, understands and recognizes that RIDER will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the Red Bike program, and/or this website, in consideration for using and/or operating the Bike.

3.4 This agreement is governed by the applicable laws of the State of Ohio. If any provision of this agreement is found to be unenforceable, all other provisions will be given full force and effect.

4. ACCEPTANCE OF RESPONSIBILITY AND ASSUMPTION OF RISKS: Rider expressly acknowledges and accepts that Rider rides at their own risk. Rider accepts the Bike for use, exercising their free choice to participate voluntarily in this activity. Rider agrees to take care during such participation, use and/or operation of the Bike. Rider understands that bicycling involves risks of serious bodily injury and has full knowledge of such risks and dangers. Rider acknowledges, understands, and assumes all risks relating to the maintenance, design, use, and/or operation of the Bike.

5. NO WAIVER: Ride Bike's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. No waiver by Red Bike shall be construed as a waiver of any proceeding or succeeding breach of any provision of this Agreement.

6. ACCEPTANCE of AGREEMENT and TERMS and CONDITIONS by RIDER: RIDER expressly acknowledges that he/she has carefully read the entire Agreement, including the Terms and Conditions, and understands this Agreement, including, but not limited to, the Waiver and Liability, Assumption of Risk and Indemnification Provisions fully and expressly agrees to be bound by this Agreement. After careful deliberation, RIDER voluntarily gives his/her consent and expressly agrees to all the conditions included in this

Agreement as set forth above.

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Signature

Printed Name

Date