

**STATE UNIVERSITY OF NEW YORK
COLLEGE OF ENVIRONMENTAL SCIENCE AND FORESTRY
ASSUMPTION OF RISK, ACKNOWLEDGEMENT AND RELEASE OF CLAIMS**

For and in consideration of being permitted to participate in any way in the State University of New York College of Environmental Science and Forestry Bike Library Program (the "Activity") and knowing the risks of participating in the Activity, including but not limited to, the use of equipment and bicycles, I _____ (print name), hereby agree, on behalf of myself, my family, heirs, executors, assigns, legal representatives, and personal representatives ever had, now have or may have, to assume any and all the risks and responsibilities arising out of, or resulting from, or surrounding my participation in the Activity. I have been fully and completely apprised of the actual and potential risks in the Activity. These actual and potential risks include, but are not limited to, personal injury, property damage or loss, or death. By signing, I am asserting that I am knowingly and voluntarily assuming such risks.

Furthermore, I do hereby acknowledge complete responsibility for all physician, hospital, dental care, first aid, and all other medical expenses which I may incur while participating in the Activity. To the maximum extent permitted by law, I also hereby hold harmless, release, and indemnify the State of New York, the State University of New York, and the State University of New York College of Environmental Science and Forestry, and their trustees, officers, directors, employees, agents, and volunteers from and against any and all present or future claims, actions, complaints, causes of action, rights of action, suits, losses, expenses, demands, damages, and liabilities for injury to person or property or death which I may suffer or incur, or for which I may be liable to any other person, during or as a result of my participation in the Activity.

I understand and agree that this Assumption of Risk, Acknowledgement and Release of Claims is to be as broad and inclusive as permitted by the laws of the State of New York, and that if any portion of this Assumption of Risk, Acknowledgement and Release of Claims is held invalid, the remaining terms shall continue in full force and effect. This Assumption of Risk, Acknowledgement and Release of Claims shall be binding upon me, as well as my family, heirs, executors, assigns, legal representatives, and personal representatives ever had, now have or may have.

In signing this Assumption of Risk, Acknowledgement and Release of Claims, I acknowledge and represent that I know the risks of participating in the Activity. I have carefully read this Assumption of Risk, Acknowledgement and Release of Claims before signing it and fully understand it. I sign it voluntarily. No representations, statements, or inducements, oral or written, apart from this written statement, have been made. I am at least 18 years of age and fully competent. I am executing this Assumption of Risk, Acknowledgement and Release of Claims for full, adequate, and complete consideration fully intending to be bound by the same and fully intending my family, heirs, executors, assigns, legal representatives, and personal representatives ever had, now have or may have to be bound by the same.

This Assumption of Risk, Acknowledgment, and Release of Claims applies and is in full force and effect from August 28, 2017 through May 14, 2018.

Signature of Participant: _____ Date: _____

Print Name of Participant: _____

**STATE UNIVERSITY OF NEW YORK COLLEGE OF
ENVIRONMENTAL SCIENCE AND FORESTRY BIKE LIBRARY
PROGRAM USER'S AGREEMENT**

Please read carefully before signing:

I, _____ (print name), understand that biking in general is an inherently dangerous activity and that bicycle accidents can and do result in property damage, injury, serious physical injury, and loss of life. I take full and total responsibility for my safety and assume any and all the risks, including the risks of property, damage, injury, serious physical injury, and loss of life, and responsibilities that may result in participating in any way in the State University of New York College of Environmental Science and Forestry Bike Library Program, including but not limited to the use of equipment and bicycles, that may result from this potentially hazardous activity. I freely accept and voluntarily assume the risks of property damage, injury, serious physical injury, and loss of life that may result from this potentially hazardous activity.

In consideration of being allowed to ride or use a bicycle, and before riding or using a bicycle, I state and acknowledge that I am not intoxicated or impaired (includes any drugs or prescriptions) and do not have any physical disorder that would interfere with the safe operation of a bicycle at any time during the checkout.

The equipment and bicycle remain, at all times, the exclusive property of the Bike Committee and SUNY-ESF. I agree to the twenty-four (24) hour check-out period. If after twenty-four (24) hours (or by the morning of the next business day in the event of the weekend), I fail to return the bicycle, I agree to pay fifteen dollars (\$10) per day. If I fail to return the bicycle after ten (10) days, I agree to pay the full cost of the bicycle and its associated fees (e.g., transportation), five hundred dollars (\$500). I acknowledge that failure to pay late fees and/or to return the equipment in satisfactory condition may result in adjudication through the SUNY-ESF conduct process and/or a hold to my SUNY-ESF financial record.

In order to participate in the Bike Library Program, I understand that I must be at least 18 years of age, have a valid ESF student ID with the designated sticker indicating that I have signed this Bike Library Program User's Agreement, Assumption of Risk and Acknowledgement and Release of Claims.

I shall assume all responsibility for my actions and follow common sense rules of safety which include, but are not limited to, following State of New York, City of Syracuse, and County of Onondaga laws, wearing a helmet, and locking the bike.

The State of New York, the State University of New York and the State University of New York College of Environmental Science and Forestry do not make or give any assurances or warranties of any type or kind as to the safety or condition of the equipment or bicycles.

I understand that I am responsible for inspecting any bicycle prior to usage to determine if there are any maintenance or safety concerns, and if maintenance or safety concerns arise during my usage I shall immediately cease usage of the bicycle and report the maintenance concern to the Bike Library Committee.

I understand that bicycles are not the responsibility of the Moon Library or the Office of Student Affairs staff or any other ESF staff and shall take all comments and concerns to the Bike Library Committee.

I understand that I am responsible for damage to the bicycle other than normal wear and tear.

I will not loan my key, lock, or a bicycle to any person.

I understand that helmets are not required by law for riders over fourteen (14) years of age in the State of New York and City of Syracuse. Nevertheless, I also understand that helmets are the best protection against injury, serious physical injury, or death from bicycle accidents. **I understand that failure to wear a helmet exposes me to injury, serious physical injury, or death in the event of a bicycle accident and I accept full responsibility for injury, serious physical injury, or death from the failure to wear a helmet or the failure to properly wear a helmet.**

I recognize the importance of following all city, county, state, and federal laws, rules, ordinances, and regulations regarding the operation of bicycles, including, but not limited to, traffic laws, rules, and regulations. I assume all responsibility for any charges and violations, and resulting fines and penalties, which may result from my inappropriate operations or use of a bicycle.

I acknowledge that I am in good physical condition and do not know of any condition or reason that I should not be able to safely operate one of the bicycles provided through the Bike Library Program.

I hereby acknowledge and understand that the State of New York, the State University of New York and the State University of New York College of Environmental Science and Forestry neither accept nor assume responsibility for any participant's welfare, including my welfare, for any acts or omissions, and for any and all present or future claims, actions, complaints, causes of action, rights of action, suits, losses, expenses, demands, damages, and liabilities for injury to person or property or death which I may suffer or incur, or for which I may be liable to any other person, during or as a result of my participation in the Bike Library Program.

I understand that there are certain risks and dangers inherent in my participation in the Bike Library Program. I understand that I could be injured as a result of participating in this activity. By signing this form, I acknowledge that I am voluntarily electing to engage in the above stated activity, and I am assuming any and all reasonable risks of engaging in the activity.

Initial here _____ I hereby accept the terms of this Bike Library User's Agreement. This document, together with the Assumption of Risk, Acknowledgment, and Release of Claims, constitutes the final and entire agreement, whether oral or written, between the Bike Library Committee, the State of New York, the State University of New York, the State University of New York College of Environmental Science and Forestry, and all affiliates of those entities, and the undersigned regarding the Bike Library Program.

Initial here _____ I have carefully read this Bike Library User's Agreement, have had an opportunity to ask questions and have those questions fully answered, and fully understand the contents, information, terms and conditions contained in this Bike Library User's Agreement, and I sign this Bike Library User's Agreement of my own free will.

Signature of Participant: _____ Date: _____

Print Name of Participant: _____ Student ID#: _____

Student Phone#: _____

Emergency Contact Name: _____

Emergency Contact Address: _____

Emergency Contact Phone #: _____