



ACKNOWLEDGEMENT OF RISK AND WAIVER OF LIABILITY

PLEASE PRINT

Group: _____

Activity: Bicycle Use under OSU-Cascade Bike Share Program Date(s): _____
(Employee Work/Personal Use)

Participant Information Name: _____ Age: _____ Sex: _____
Street Address: _____
City: _____ State: _____ Zip: _____
Home Phone: _____ Work Phone: _____ Cell Phone: _____

Read this Acknowledgement of Risk and Waiver of Liability carefully and in its entirety. It is a binding legal document. Please read both sides of this page. Sign and return this form to the OSU-Cascades Bike Share Program Coordinator in person or at Cascades.Bikeshare@osucascades.edu.

If you are under the age of 18, this form must be signed by you as the participant AND by your parent or legal guardian.

I, the undersigned, am aware that participation in the Activity (hereafter referred to as **ACTIVITY**) described above may include activities that may cause injury and be dangerous. I acknowledge that participation in this **ACTIVITY** has the following non-exhaustive list of particular activities that bear risk and danger and from which bodily injury, up to and including death, may occur (*INSERT activities below*):

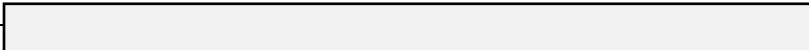
Risks include, but are not limited to those caused by terrain, facilities, temperature, weather, my physical condition, physical exertion, equipment, vehicle traffic and actions of others.

I acknowledge that as an employee I have the ability to use a bicycle through the OSU-Cascades Bike Share Program for both personal and work use. I agree to comply with all of the rules and conditions of participating in the **ACTIVITY**. As it relates to personal use, with full knowledge of the facts and circumstances surrounding the **ACTIVITY**, I voluntarily participate in the **ACTIVITY** and assume the responsibilities and risks resulting from my participation, including all risk of property damage and injury to others and to myself. I have adequate applicable insurance necessary to provide for and pay any medical costs that may directly or indirectly result from my participation in the **ACTIVITY**, or otherwise understand that I am solely responsible for any medical costs that may directly or indirectly result from my participation in the **ACTIVITY**. I will indemnify Oregon State University, its officers, board members, agents, and employees (hereafter referred to as **UNIVERSITY**) harmless with respect to any and all claims, injuries, and costs associated with my participation in this **ACTIVITY**. **As it relates to work use, I will report all injuries or illnesses that arise out of my employment and occur during the course and scope of my employment with the University to my manager/supervisor immediately.**

Furthermore, I acknowledge that I am solely responsible for any action that I participate in associated with this **ACTIVITY** or around this **ACTIVITY**, regardless if occurring before, during or after the period of the **ACTIVITY**. I will conduct myself in a manner that is considerate of other participants and in accordance with **UNIVERSITY** Rules and with any state, city and applicable laws or rules where the **ACTIVITY** is occurring.

To the extent permitted by law, and in consideration for being allowed to participate in the **ACTIVITY**, I hereby save, hold harmless, discharge and release the **UNIVERSITY** from any and all liability, claims, causes of actions, damages or demands of any kind and nature whatsoever that may arise from or in connection with my participation in any activities related to the **ACTIVITY**, whether caused by the negligence or carelessness of the **UNIVERSITY** or otherwise, with the exception of injuries or illnesses that arise out of my employment and occur during the course and scope of my employment with the University, which I will report to my manager/supervisor immediately.

As it relates to my personal use, it is my express intent that this Acknowledgement of Risk and Waiver of Liability shall bind my spouse, the members of my family and my estate, heirs, administrators, personal representatives and assigns. I further agree to save and hold harmless, indemnify and defend the **UNIVERSITY** from any claim by the aforementioned parties arising out of my participation in the **ACTIVITY** for personal use.





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I recognize and acknowledge that the UNIVERSITY makes no guarantees, warranties, representations, or other promises relative to the ACTIVITY, and assumes no liability or responsibility for injury or property damage that I may sustain as a result of participation in the ACTIVITY, with the exception of injuries or illnesses that arise out of my employment and occur during the course and scope of my employment with the University, which I will report to my manager/supervisor immediately.

I further understand and agree that this is a release of liability and indemnity agreement, and it is intended to be **as broad and inclusive as permitted by law**. If any portion hereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full force and legal effect.

I hereby certify that, with or without accommodation,* I have no health-related reasons or problems that preclude or restrict my participation in the ACTIVITY. As it relates to personal use, I hereby consent to and understand myself to be solely responsible for the cost of first aid, emergency medical care, and, if necessary, admission to an accredited hospital for executing such care or treatment for injuries that I may sustain while participating in any activity associated with the ACTIVITY. As it relates to work use, I will report all injuries or illnesses that arise out of my employment and occur during the course and scope of my employment with the University to my manager/supervisor immediately.

*If your participation requires an accommodation, please contact _____ at least one week (7 days) before the date of the ACTIVITY.
(INSERT Department contact name and phone number)

EMERGENCY CONTACT NAME AND PHONE NUMBER: _____

In signing this Acknowledgement of Risk and Waiver of Liability I hereby acknowledge and represent: (a) that I have read this document in its entirety, understand it, and sign it voluntarily; and (b) that this Acknowledgement of Risk and Waiver of Liability is the entire agreement between the parties hereto and its terms are contractual and not a mere recital.

Participant Signature _____ Date _____

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**REQUIRED FOR ALL PARTICIPANTS UNDER 18 YEARS OF AGE:
PARENT OR GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE AND CONSENT TO AGREEMENT**

I certify that I am the parent or legal guardian of the above-named participant in the ACTIVITY. On behalf of myself and my spouse, partner, co-guardian or any other person who claims the participant as a dependent, I have read the above agreement, I understand the contents of this Acknowledgement of Risk and Waiver of Liability, assent to its terms and conditions, and sign this Acknowledgement of Risk and Waiver of Liability of my own free act. I acknowledge that my dependent and I have agreed to the terms and conditions of my dependent's participation in the ACTIVITY, and I hereby give my consent to participation by my dependent in the ACTIVITY, and to receive medical treatment determined to be necessary. I further agree to hold harmless, indemnify and defend the UNIVERSITY from and against all claims, demands or suits that my dependent has or may have as it relates to personal use. As it relates to work use, I will report all injuries or illnesses that arise out of employment and occur during the course and scope of employment with the University to my dependent's manager/supervisor immediately.

Parent or Guardian Signature _____ Date _____

