

Book **A** Bike

Acadia University Bike Share Agreement and Waiver September 2017

Borrower Agreement

Welcome to the Acadia Book-A-Bike program. We hope you enjoy riding on campus. Bicycles are available at the Vaughan Memorial Library to anyone within Acadia University with a valid Acadia ID card. Bicycles and related equipment will be available during library operating hours and can be loaned for up to 24 hours. They are to be returned during operating hours. When the library is closed on holidays and at other times, they are due on the next day the library is open. By signing below, for use of the bicycle and related equipment listed on this form, you accept full responsibility for the care of the bicycle and related equipment, and you hereby acknowledge and agree to the following terms and conditions:

1. The bicycle and related equipment, at all times, remains the exclusive property of Acadia University.
2. Loans are non-transferable, you are the only person authorized to use the bicycle and related equipment. You are solely responsible for any damages to the bicycle and related equipment loaned to you, regardless of who uses it.
3. All attachments and equipment that form part of or are otherwise attached to the bicycle, including without limitation, front and back lights, horn or bell, shall remain attached at all times.
4. **Late:** Bicycles and related equipment are loaned for up to 24 hours. Please be considerate of other users and return items on schedule. Late fines are to be paid at the library. Late fines are charged as follows:

Equipment	Per day (late)	4 days (late)	7 days (Lost)
Bicycle	\$5	\$20	\$250
Lock & key	\$5	\$20	\$30
Helmet	\$5	\$20	\$50

5. **Lost:** If the bicycle and/or related equipment is not returned within 7 days the item(s) are considered lost and replacement charges will apply as determined by Acadia University in its sole discretion, and will be charged to your Acadia student account. Lost fines are to be paid at Student Accounts.
6. **Damage:** If the bicycle and/or related equipment is returned with damage, the full cost of repair or replacement, as determined by Acadia University in its sole discretion, will be charged to your Acadia student account. Damage Fines are to be paid at Student Accounts.
7. Acadia reserves the right to suspend bike borrowing privileges in its sole discretion for failure to pay fines or program abuses.
8. Acadia University provides no warranties, express or implied, and this equipment is accepted "as is." Regular maintenance will be provided by a qualified cycling mechanic on behalf of Acadia University.
9. Riders shall comply with all applicable laws and regulations when operating the bicycle, including the Nova Scotia Motor Vehicle Act, RSNS 1989 and related regulations. According to the Nova Scotia Motor Vehicle Act, RSNS 1989, cyclists have the same rights and responsibilities as motorists. By law, **persons operating a bicycle are required to wear a helmet that complies with regulations**. Bicycles must be equipped with a front light and rear reflector or light and a horn or bell at all times.
10. It is the rider's responsibility to check the bicycle before leaving to ensure no damages and that air, brakes, and chains are in good condition.
11. Any accident, injury or damage must be reported to the Vaughan Memorial Library or Acadia Safety and Security Services and, if necessary, to the RCMP.

Contacts

Vaughan Memorial Library Email: access-circ@acadiau.ca Phone: 902-585-1249

Acadia Sustainability Office: Email: sustainability@acadiau.ca Phone: 902-585-1311

Acadia Safety and Security: Email: security@acadiau.ca Phone: 902-585-1103

Assumption of Risk

By signing below, I understand that bicycling is a hazardous activity. I understand that the sport of bicycling and the use of the bicycle and related equipment involve a risk of injury to any and all parts of my body. I hereby agree to freely and expressly assume and accept all risks, dangers and hazards, and the possibility of personal injury, death, property damage and loss resulting therefrom. I understand that bicycle protective gear such as helmets and gloves are recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

Release of Liability, Waiver of Claims and Indemnity Agreement

In consideration of approval to loan the bicycle and related equipment, I agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against ACADIA UNIVERSITY, its directors, officers, employees, volunteers, agents, representatives, successors and assigns (hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES jointly and severally, of and from any and all liability for any losses, damages, expenses and claims arising out of or in connection with injury (including death) or damage to property that I may suffer, or that my next of kin may suffer as a result of my participation in the bike loan program due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.

TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, expenses, damages, demands and claims arising out of or in connection with injuries (including death) or damages to any and all persons and to any and all property, in any way sustained or alleged to have been sustained as a result of activities relating to bicycling or the use of the bicycle and/or related equipment.

This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity. This Agreement shall be governed by and interpreted solely in accordance with the laws of Nova Scotia.

Borrower Details - PLEASE PRINT CLEARLY: YOU MUST SHOW YOUR ACADIA ID CARD

LAST NAME _____ FIRST NAME _____ AU ID BARCODE # _____

LOCAL PHONE #(Mandatory) _____ EMAIL _____

SIGNATURES: You must be 19 or over to sign.

(Initial here) _____ I hereby accept the terms of this contract. This document constitutes the final and entire agreement between Acadia University and the undersigned.

(Initial here) _____ I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between myself and Acadia University.

Signature of Participant: _____ Date _____

Signature of Acadia staff witness: _____ Date _____

Signature of parent or legal guardian if under 19: _____ Date _____