UNIVERSITY OF REGINA BIKE CO-OP MEMBERSHIP AGREEMENT AND WAIVER

The University of Regina Bike Co-op program (the “Bike Co-op”) provides University of Regina students, staff and faculty the freedom to commute to and from campus on a borrowed bicycle. The Bike Co-op represents the University’s commitment to the environment and to the alternative transportation needs of students, staff and faculty.

Participation in the Bike Co-op is subject to the following conditions, rules and regulations:

* A refundable bicycle cage card deposit and rental fee, as established from time to time by Parking & Transportation Services (“P&TS”), is due at the time of the initial transaction when the bicycle cage card is issued. Upon execution of this membership agreement and waiver (the “Agreement”) and payment of the deposit and rental fee an individual will become a member of the Bike Co-op.

* If the bicycle is not returned or renewed prior to the end of each designated deadline then the bicycle replacement cost and an administrative fee will be charged. If a member misses the deadline a second time, all privileges to participate in the Bike Co-op will be revoked and your deposit will be forfeited.

* Members are responsible for always locking up the bicycle. If a bicycle is lost or stolen while in a Member’s care the Member will be liable for payment to the University of the replacement cost of the bicycle.

* Members must report if a bicycle is lost or stolen, and must report any malfunctions or problems with a bicycle to the P&TS at once and immediately cease using any bicycle in need of repair.

* Members must treat the bicycles responsibly. If the borrowed bicycle is damaged while in your care you will lose your deposit and will be charged the cost of repairs.

* Members must lock up the bicycle in designated rental areas on Campus.

* By joining the Bike Co-op Members agree and confirm that they have sufficient knowledge of Saskatchewan vehicle and traffic safety laws.

* Members must adhere to all laws relating to the operation of the bicycles and follow the following bicycle rules: wear a properly fitted bicycle helmet, check the bicycle for loose parts, check the tires for air, check that the brakes work, check seat stability and chain functioning, and ride on the right side of the road. Members must check the bicycle for safe operation before riding and report any malfunctions or concerns to P&TS. Members ride at their own risk. Members shall not operate a bicycle while impaired by any drug or alcohol.

* P&TS will maintain all bicycles at regular scheduled intervals, and will be responsible for maintaining the bicycle inventory, the bicycle cage cards and the bicycle cages.
Waiver and Release

By signing this form in the space provided below, I hereby assume all of the risks of participating in the Bike Co-op. I understand and agree that the use or operation of any Bike Co-op bicycle is at my sole risk and I assume any and all risk from the use or operation of any Bike Co-op bicycle, including but not limited to:

(a) all risks of loss, property damage or personal injury including death;
(b) risks associated with the location, terrain, facilities, weather and environment in which I may operate the bicycle and risks associated with the physical condition of the user, equipment, vehicular traffic and actions of other people;
(c) injury which could be potentially serious or fatal if I am not physically qualified to operate the bicycle, if I do not follow safety precautions or use safety equipment (including a helmet);
(d) participation by me with others in this activity (which I understand is inherently dangerous as I have to rely on my conduct as well of that of other individuals to stay safe); and
(e) my operation of the bicycle (which may make me liable for damages and injury to others if I am careless or negligent);

whether caused by my negligence or that of the University of Regina or any of its officers, board members, representatives, agents, employees or volunteers (collectively, the “University Parties”). I waive, release, discharge, indemnify and hold harmless the University Parties from any and all loss, liability, damages, actions, causes of action, claims, demands, suits, injury and costs that they may incur due to my participation in the Bike Co-op or my use or operation of a Bike Co-op bicycle, equipment or other facilities, whether due to my negligence, that of a third party, or that of any University Party. I also release and forever discharge the University Parties from any and all liability, damages, actions, causes of action, claims, demands, suits, costs and expenses for any loss, damage, death, disability, personal injury, property damage, property theft or actions of any kind foreseen or unforeseen, that I might suffer or which may hereafter accrue to me as a result of my participation in the Bike Co-op or my use or operation of a Bike Co-op bicycle, equipment or other facilities, due to any cause whatsoever, including without limitation, that the same may have been caused by, contributed to or occasioned by any act or failure to act (including negligence) of any one or more of the University Parties.

I have read the above Agreement and by signing below acknowledge that I understand it and agree to its terms.

If you have any questions or concerns, please call Parking & Transportation Services at 585-5555 or 585-4412.
Please review the Parking & Transportation Services website.

<table>
<thead>
<tr>
<th>Card Number</th>
<th>Permit Number</th>
<th>Bicycle Number</th>
<th>Deposit Amount</th>
<th>Method of Payment</th>
<th>Helmut Number</th>
<th>Locking Mechanism Number</th>
<th>Estimated Replacement Cost</th>
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Name (please print): __________________________________________________________

Signature: _________________________________________________________________