

**University Bicycles, LLC Rental Agreement**  
**READ! YOUR LEGAL RIGHTS ARE AFFECTED!**

I, the undersigned Renter, desire to rent a bicycle and related equipment (collectively referred to as “the Bicycle”), from University Bicycles, LLC (“UBikes”). In exchange for UBikes allowing me to rent the Bicycle, I hereby agree, on behalf of myself, my heirs, next of kin, assigns and personal representatives, as follows:

1. **Acknowledgement and Assumption of Risks.** I acknowledge and understand that use of the Bicycle is potentially hazardous and involves risks, inherent and otherwise, that cannot be eliminated and which may cause injury, illness, paralysis or death to myself, other persons, and/or damage to property. Some of the risks associated with my access to and/or use of the Bicycle include, but are not limited to, negligence of UBikes or its employees, Bicycle failure or maintenance problems, known or unknown medical conditions, improper use of the Bicycle or other acts of third parties. I accept full and sole responsibility for all risks, both known and unknown, inherent or otherwise, related to my access to and/or use of the Bicycle, and acknowledge that I am voluntarily accessing and using the Bicycle even with knowledge of these risks.
2. **Bicycle Use and Damage.** I acknowledge that I am responsible for ensuring that no one other than the undersigned renter uses the Bicycle. I am personally responsible for any damage to or loss of the Bicycle, less ordinary wear and tear, during the Rental Term. I am also responsible for any damage caused by or related to use of the Bicycle during the Rental Term. To the extent that I am aware of any damage to or loss of the Bicycle or I am involved in any accident during my use or possession of the Bicycle, I agree to immediately report such damage, loss or accident to UBikes.
3. **Release.** I hereby RELEASE, DISCHARGE AND COVENANT NOT TO SUE UBikes and each of their respective direct and indirect affiliates, divisions, parent and subsidiary companies, officers, employees, tenants, invitees, shareholders, partners, representatives, managers, members, directors, owners, agents, insurers, attorneys, predecessors, successors, and assigns thereof (collectively, the “UBikes Group”), from and against all claims, damages, charges, injuries, losses, proceedings, suits, actions, expenses, costs and attorney fees that I have or might have for any actual or alleged death, injury, property damage or other damage arising during or out of, or involving or relating to my access to or use of the Bicycle during the Rental Term. This release, discharge and covenant not to sue applies even if the alleged act or omission complained of was caused in whole or in part by the strict liability or negligence in any form of the UBikes Group.
4. **Defend, Indemnify and Hold Harmless Agreement.** I also agree to INDEMNIFY, HOLD HARMLESS AND DEFEND the UBikes Group from and against all liability, claims, causes of action, damages, losses, suits, proceedings, expenses, attorney fees and costs for any actual or alleged death, injury, property damage or other damage actually or allegedly arising during or out of, or involving or relating to my access to or use of the Bicycle during the Rental Term or my failure to comply with the terms of this Agreement. This agreement to indemnify, hold harmless and defend applies even if the act or omission complained of was allegedly caused in whole or in part by the strict liability or negligence in any form of the UBikes Group.
5. **Governing Law.** This Agreement is governed by the law of the State of Colorado. If one or more portions of this Agreement are found unenforceable, the remainder of the Agreement will remain enforceable. Any cause of action relating to the interpretation or enforcement of this document is subject to the exclusive jurisdiction of a court in Boulder County, Colorado.
6. **Representations.** I also represent that: (i) I am at least eighteen (18) years old; (ii) have read this document; (iii) have been given an opportunity to ask questions about its contents and/or to seek the advice of an attorney; (iv) fully understand its contents and the waiver of my legal rights contained therein; (v) understand that the above release is intended to be as broad as permitted by applicable law; and (vi) voluntarily, and without any inducement, agree to the terms and conditions set forth therein.
7. **Credit Card Authorization.** I authorize UBikes to charge my credit card for: (i) any damages to the bicycle(s) no matter how they occur; (ii) theft of bicycle and/or any associated equipment.

**NAME:** \_\_\_\_\_

**SIGNATURE**

**DATE:** \_\_\_\_\_

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