



Denver Bike Sharing User Agreement

Terms and Conditions, Rider's Release of Liability, Assumption of Risk, Indemnity and Hold Harmless.
Rider should Carefully Read all terms and conditions before entering this Agreement.

Event: _____ Date: _____

1. Purpose of Agreement

This document constitutes the entire Agreement ("Agreement") between (a) Rider ("Rider"), the person agreeing to lease and use the bike ("Bike"), and (b) Denver Bike Sharing, or Boulder Bike Sharing when using that system under reciprocity agreement between Denver Bike Sharing and Boulder Bike Sharing (both collectively referred to herein as "DBS").

1.1 Changes to Terms. We may modify this Agreement from time to time, and such modification will be effective upon its posting on our kiosk or website. You agree to be bound by any modification to this Agreement when you use the kiosk or website after any such modification is posted; it is therefore important that you review this Agreement regularly. If you have an Account, we will attempt to notify you by email when we update the terms of this Agreement.

2. General Rental and Use of Bike: Agreements and Restrictions.

2.1 Rider is sole user: DBS expressly agrees to let, and the Rider expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. DBS and the Rider are the only parties to this Agreement. The Rider is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.

2.2 Rider is 18 or older or has a valid driver's license: Rider represents and certifies to DBS that Rider is at least 18 years old or is under 18 with a valid Driver's License. If Rider intentionally or unintentionally misrepresents Rider's age, Rider accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such intentional or unintentional misrepresentation.

2.3 Rider is a competent bike operator: Rider represents and certifies that he/she is physically fit to ride the Bike and also that Rider is familiar with the operation of the Bike and is reasonably competent to ride the Bike.

2.4 Bike is exclusive property of DBS: Rider agrees that the Bike, and any equipment attached thereto, at all times, remains the exclusive property of DBS. Rider will not make any type of modification to the Bike at any time.

2.5 Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available 7 days a week, with seasonal limitations. Bikes must be rented within the maximum rental time limits set forth in 2.6 below. Bikes are limited and Bike Stations may not have available Bikes for rental at all times. To check the availability of Bikes, please refer to the rental locations and Bike availability on www.denverbicycle.com.

2.6 Maximum Rental Time and Charges: The maximum rental time is 24 hours. Rider agrees that Rider will return the Bike to a designated DBS Bike Station within no more than 24 hours from the time that rental of the Bike began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. Bike Rental Charges are \$0.00 for the first half hour, \$1.00 for the second half hour, and \$4.00 for each half hour thereafter. The maximum day charge per checkout is \$75 and is based on a calendar day. Upon return of the bicycle, the Rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. If the Bike is not returned within 36 hours, the Bike will be considered stolen and the Rider will be charged \$1080. Applicable local and state sales tax of 7.72% is included in Rental Charges.

2.7 Denver Bike Sharing Bike(s) may be used and/or operated only in the City and County of Denver: Rider agrees to only use, operate and/or ride the Bike in the City and County of Denver. Rider will not, under any circumstances, remove the Bike from the City and County of Denver. Boulder Bike Sharing Bike(s) may be used and/or operated only in the City and County of Boulder: Rider agrees to only use, operate and/or ride the Bike in the City and County of Boulder. Rider will not, under any circumstances, remove the Bike from the City and County of Boulder. Bike(s) may not be transported between the Denver Bike Sharing and Boulder Bike Sharing systems.

2.8 Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City and County of Denver.

2.9 Rider must not use, ride and/or operate Bike if impaired: Rider agrees that he/she will not, under any circumstances, use, ride and/or operate the Bike if he/she has consumed, ingested and/or used alcohol or drugs and/or has a blood concentration above the jurisdictional limit prescribed

2.10 Bike is intended for only limited types of use: Rider agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

2.11 Rider's use of front carrier/basket is limited: Rider agrees that he/she will not fill the front carrier/basket with heavy items as they may create an unsafe condition and affect Rider's balance and steering control. Rider acknowledges that the front carrier/basket of the Bike is intended to carry light goods only, and will not attempt to carry additional people or animals in the basket or anywhere on the bicycle.

2.13 Rider must report accident, stolen or lost Bike and/or DBS annual membership card: Rider agrees that he/she must immediately report to DBS and the Denver Police Department (or Boulder Bike Sharing and the Boulder Police Department when using the Boulder Bike Sharing system) an accident, involving a Bike. Rider agrees that he/she will report a lost/stolen DBS Subscription User Card to DBS. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or DBS Membership Card.

2.14 Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to DBS in the same condition received, ordinary wear and tear expected. Rider agrees to ensure that the Bike is always locked and secured when unattended. Bikes may be equipped with wire locks; however, DBS will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether Bike locks are used, broken and/or not properly functioning. Rider agrees to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike (Rider agrees to pay for any loss even though damage was caused by someone else). All repairs needed as a result of any such loss, destruction or damage, will be performed at the normal labor rates. In the event the Bike is lost, destroyed or damaged beyond repair, regardless of fault or cause, Rider agrees to pay DBS the full replacement value of the equipment.

3. Waiver and/or Limitation of Liability

3.1 For and in consideration of rental and use of the Bike, Rider specifically forever releases and relinquishes and discharges DBS, B-Cycle, LLC, the City and County of Denver, the City and County of Boulder, all DBS Sponsors as well as owners of property upon or near which stations are located ("Released Parties") from any and all claims, liability, cause (s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the DBS program, and/or its website, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this agreement any such claims, rights, and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider (and guardian(s), if applicable) does(do) so on behalf of Rider's heirs, executors, administrators and assigns.

3.2 Rider expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of DBS and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.3 Rider voluntarily agrees, understands and recognizes that Rider will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the DBS program, and/or this website, in consideration for using and/or operating the Bike.

3.4 This agreement is governed by the applicable laws of the State of Colorado. If any provision of this agreement is found to be unenforceable, all other provisions will be given full force and effect.

4. Acceptance of Agreement and Terms and Conditions by Rider

Rider expressly acknowledges that he/she has carefully read the entire Agreement, including the Terms and Conditions, and understands this Agreement, including, but not limited to, the Waiver and Liability, Assumption of risk and Indemnification Provisions fully and expressly agrees to be bound by this Agreement. After careful deliberation, Rider voluntarily gives his/her consent and expressly agrees to all the conditions included in this Agreement as set forth above. Rider has read, understands and expressly agrees to the above Agreement and Terms and Conditions. This agreement is effective 1 April 2010. Last Updated 24 Feb 2012.

I, _____ (Printed Name), accept the terms and conditions of this agreement.

_____ (Signature) _____ (Date)