

Electric Bicycle Lending Agreement and Release of Liability

- I. Santa Barbara City College (SBCC), through its Transportation Alternative Group (TAG) program, hereby loans the bicycle described below to the Borrower identified below “AS IS” and upon the terms described below and upon the agreement by the Borrower that if the Bicycle or any accessories or other “related equipment” rented with the Bicycle (such as helmets, locks and lights) are not returned to SBCC and/or the TAG Program on or before the date and time of day set forth below, (the “agreed date”), Borrower may be responsible for paying a late fee plus any additional costs that may be incurred by SBCC and/or the TAG Program as a result of the late return. Further, if the Bicycle, accessories, and/or related equipment are lost, stolen, or damaged, the Borrower shall pay SBCC the total cost of repair or replacement of the Bicycle and related equipment at retail replacement cost.
- II. Borrower acknowledges that he/she is borrowing the Bicycle “AS IS,” and has had an adequate opportunity to inspect the Bicycle and any accessories and related equipment and their operation before operating the Bicycle. SBCC and the TAG Program exclude all warranties, both express and implied, with respect to the Bicycle and any accessories and related equipment, including any implied warranty of merchantability or fitness for a particular purpose.
- III. The Borrower agrees to store the Bicycle inside if overnight use is included and to lock the Bicycle with an appropriate lock when not in use. The Borrower agrees to return the Bicycle and all related accessories and equipment on the agreed date, or on SBCC’s demand, in clean condition. The Borrower agrees not to alter the Bicycle in any way, and to return the Bicycle, accessories and related equipment in good condition.
- IV. The Borrower agrees to follow the rules of the road and agrees to wear a helmet whenever riding the Bicycle. The Borrower understands the use of a helmet can reduce the risk of injury to the user. Please visit the California Department of Motor Vehicles website (<https://www.dmv.ca.gov/portal/dmv>) for additional information regarding bicycle safety. The Borrower further agrees to abide by all rules and regulations promulgated by the California Department of Motor Vehicles, SBCC and/or its employees, agents, or volunteers, when operating the bicycle.
- V. Borrower warrants that he/she is experienced and knowledgeable in the safe use and operation of bicycles similar to the borrowed Bicycle, and requires no instruction or training.
- VI. By signing this Lending Agreement and Release of Liability, the Borrower acknowledges a full and comprehensive understanding that bicycling is an inherently dangerous activity and

carries with it certain hazards and risks of which the Borrower is aware, even when a helmet or any other accessories designed to reduce the risk of injury are worn. Borrower is voluntarily participating in bicycling activities with full and complete knowledge of the dangers involved, and hereby agrees to accept any and all risks of injury, property damage or death, either to Borrower or to third parties, that may result from Borrower's use of the Bicycle, or any bicycle equipment or accessories borrowed by Borrower from SBCC.

- VII. The Borrower, on behalf of himself/herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases and agrees to DEFEND, HOLD HARMLESS and INDEMNIFY to the fullest extent permitted by law SBCC, the TAG Program, and as applicable, their respective officers, employees, volunteers, representatives and agents, (collectively "Releasees") from any and all liability for any and all claims, demands, losses, and causes of action which Borrower or any third party may hereafter have on account of any and all bodily injury, including death, and/or property damage that the Borrower may sustain, or any loss of any other sort, arising out of or relating to usage of the Bicycle or related equipment or accessories by Borrower, except for liability for any injury or loss arising from the sole negligence or willful misconduct of the Releasees. Borrower further agrees to defend, hold harmless and indemnify the Releasees from any and all liability for any damage to property of or personal injury to any third party, resulting, in whole or in part, from any negligent act or omission, or other wrongdoing, of the Borrower via use of the Bicycle or related equipment or accessories. The foregoing shall include, without limitation, attorney's fees and costs incurred by the Releasees and shall survive the termination of this Agreement until any such claim, demand, loss, responsibility or liability covered by the provisions hereof is barred by the applicable Statute of Limitations.
- VIII. The Borrower has carefully read this Lending Agreement and Release of Liability and fully understands its contents. The Borrower is aware this is a release of liability and a contract between the Borrower and SBCC and the TAG Program and agrees/signs of his/her own free will. The Borrower understands SBCC will not loan the Borrower the Bicycle if the Borrower does not sign this release, and SBCC is relying on the representations made by the Borrower in and the enforceability of this release when loaning the Bicycle to the Borrower.
- IX. Borrower acknowledges and agrees that SBCC and the TAG Program and its agents have the right to refuse to lend a Bicycle, or otherwise refuse to permit participation in the TAG Program by any person for any, or no, reason.
- X. This Agreement is governed by the law of the State of California. If any provision of this Agreement is determined to be unenforceable, all other provisions shall be given full force and effect.
- XI. All factual information concerning the person borrowing the Bicycle, the identity of the Bicycle itself, and the duration of the loan are as follows:

CAUTION: READ BEFORE SIGNING: This document affects your legal rights and will bar your right to enter into a lawsuit with SBCC

Borrower K#: _____ Date of Birth: _____

Home Address: _____ City: _____

State: _____ ZIP _____ Phone Number: _____

E-mail address: _____

Borrower allows program partners use of e-mail for notification of bicycle related information. _____ Yes _____ No

Recommended Helmet Use: _____ Helmet Accepted _____ Helmet Refused

Bike #: _____ Lock #: _____

Safety Inspection checklist:

Frame and Fit:

Are all tubes in-line and free of dents, bends, and kinks.

Front Fork:

Is the front fork straight, and in good condition.

No play between fork and frame.

Fork turns freely inside of headset.

Handlebars:

Height of grip below driver's shoulder level (seated).

Handlebar is in line with front wheel?

Handlebar does not move when you hold the front wheel between your legs and try to twist the handlebar.

Grips tight, in good condition, ends of the handlebars covered.

Size - Fit of bike to driver:

Can driver straddle the frame with both feet flat on the ground.

Height of Seat :

Seated cyclist can place feet on ground.

Seat in good condition and does not move when you grab hold and try to twist it side to side or up and down.

Wheels:

Wheels turn freely and tires in good working order

Brakes operate properly

IN WITNESS WHEREOF, This Loan Agreement is executed the date listed below and gives permission to:

 Borrower or Rider: Print Name

 Borrower or Rider: Signature

 Date