



Tiger Bike Program Terms and Conditions

All participants in the Tiger Bikes Program (“Program”) must agree to the following terms and conditions of use and sign a separate indemnification waiver.

Tiger Bikes are available to fee-paying, registered students with valid University ID.

In order to participate in the Program, a student must pay the non-refundable, per-semester fee of \$35 at the time of registration.

Participants understand that Tiger Bikes are allocated on a first-come, first-served basis and that there is no guarantee that a Tiger Bike will be available whenever the participant wants it

Tiger Bikes are available for use for up to fourteen (14) days. At the end of the fourteen-day period, the Tiger Bike must be returned to the Tiger Bike office at 616 Echles and be exchanged for a freshly maintained bike or, if no replacement bike is available at that time, the assigned returned bike will be maintained as the member waits.

Participants who fail to return Tiger Bike/Tiger Bike accessories within the fourteen-day period are subject to pay a late fee of \$10 for the Tiger Bike and \$10 for the Tiger Bike accessories (a combined \$20 when not returned on time) for each and every day past the due date up to the total replacement cost of \$678 for the Tiger Bike and the Tiger Bike accessories when not returned. These fees will accrue until paid. For convenience, Tiger Bike offers a three (3) day grace period should there be any difficulty returning the Tiger Bike on time. For this grace period to be offered, the Tiger Bike member MUST contact Tiger Bike prior to the bike's assigned return date. After the grace period expires, the above late fees will apply and accrue. The Tiger Bike member must appeal to the Student Business Office to pay any accrued fees. Meanwhile, Tiger Bike will place a hold on the member's bike until proof of fee payment is shared with Tiger Bike.

All Tiger Bikes and Tiger Bike accessories are the property of the University of Memphis and should be treated with care and respect.

A U-lock and cable lock with key will be provided to each participant in the Program when a Tiger Bike is checked out. The participant is responsible for using the lock at all times when the Tiger Bike is not in use. If a participant misplaces the Tiger Bike locks and/or key, or if the Tiger Bike locks and/or key are stolen, the participant should immediately contact the Tiger Bike office at (901) 678-4201 and follow through proper steps to ensuring the security of the Tiger Bike.

A Tiger Bike that is found not to be in proper operating condition may not be ridden and must be immediately reported to the Tiger Bike office at (901) 678-4201. Please report the location and the bike identification name.

Tiger Bike participants may not share their Tiger Bike nor Tiger Bike accessories to non-participants.

Tiger Bike participants will assume personal responsibility for the condition of the bicycle and all equipment that is issued with the bicycle, including, but not limited to: the helmet, rear light, head light, both the U-lock and cable lock, and U-lock key. Tiger Bike participants understand that they may be held liable financially if the bicycle and/or any equipment issued with the bicycle are returned in a damaged state or are stolen.

Tiger Bike participants must follow the rules of the road for cyclists as established by state and local regulations.

Tiger Bike participants understand that there is no refund of membership fees at any time.

The Tiger Bike office is open from 1:00 PM to 4:00 PM weekdays, except on holidays or when the University is closed.

Tiger Bike participants will be provided with safety equipment, including a helmet, taillight, head light, and U-lock and cable lock with key, when checking out a bicycle. Tiger Bike participants are responsible for correctly and consistently using this safety equipment. Any failures in the safety equipment must be immediately reported to the Tiger Bike office.

Tiger Bike participants must take a bicycle security and safety course of approximately thirty (30) minutes prior to being able to check out a bicycle. Tiger Bike participants must be fitted to bike that is correct for their height. Tiger Bikes will not be checked out to any participants that is not deemed safe and/nor the correct size for the participant by the Tiger Bike Shop employees.

Failure to complete the safety course or comply with the sizing regulations will prevent the participant from being able to check out a bicycle. Additionally, Tiger Bike Shop employees maintain absolute discretion as to whether or not a Participant shall be granted access to a bicycle.

FOR YOUR SAFETY

Always wear a helmet when you ride.

Obey all traffic laws.

Always ride on the right side of the road. It is never safe to ride against traffic.

Be predictable. Never do anything that would surprise the driver of a motor vehicle.

Be visible. Never ride at night without an approved light.

Always correctly lock both bicycle wheels and bicycle frame and in close by areas with high visibility.

Pre-plan your bike route and be aware of what streets are compatible for safe bicycle use.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT AT HIS OR HER OWN FREE WILL.

I am signing this agreement for myself as Participant. I acknowledge that I understand the terms of this agreement. I also acknowledge that this agreement shall bind my heirs and personal representatives.

Signature of Participant

Date

Signature of Parent or Guardian if under 18



Tiger Bike Program

ASSUMPTION OF RISK, WAIVER OF LIABILITY AND INDEMNIFICATION AGREEMENT ("AGREEMENT")

PLEASE READ AND UNDERSTAND THIS DOCUMENT BEFORE SIGNING

This Agreement must be completed in order to participate in the activities associated with Tiger Bikes Program.

Participant's Information

Name

Student ID Number

Address

City/State/ZIP Code

Phone Number

Email Address

TERMS AND CONDITIONS

I, the undersigned, am the Participant named above.

I am familiar with the Tiger Bikes Program ("Program") and agree to take full responsibility for the Program's rented bicycle ("Bicycle") and bicycle accessories while under my watch. This includes adhering to all safety rules while riding the Bicycle – wearing a helmet at all times, using the taillight when riding at night, obeying the rules of the road, and properly locking up the Bicycle when not in use.

I will participate in the Tiger Bikes Program at the University of Memphis ("UM"). I understand that such participation can include foreseeable and unforeseeable risks and other hazardous activities inherent in the Program that might expose the Participant to illness, injury, or death. Participant freely and voluntarily participates or allows participation in the Program with the knowledge of the danger and hereby agrees to assume and accept any and all risk of illness, injury, or death.

WAIVER, RELEASE, AND INDEMNIFICATION

Participant understands and accepts that UM is not an insurer of Participant's behavior, actions, or participation in the Program, and that the UM assumes no liability whatsoever for personal injuries or property damages to Participant or to third persons arising out of participation in the Program. Participant hereby agrees to release, waive, covenant not to sue, indemnify and hold harmless the UM, and all of its officers, employees, and agents (collectively the "Releasees") from any and all liability, claims, demand, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that might be sustained by Participant or loss or damage to any property belonging to Participant arising out of or related to participation in the Tiger Bikes Program.

Participant does not have any medical conditions that would prevent participation in the Tiger Bikes Program. Furthermore, Participant has adequate health insurance or other means in order to cover the costs of treatment in the event of any injury.

Participant agrees that this Agreement will be governed by and construed in accordance to the laws of the State of Tennessee, without application of any principles of choice of law. If any portion of this Agreement is held to be invalid by a court of law, then it is agreed that all the remainder shall, notwithstanding, continue in full force and effect.

PARTICIPANT HAS CAREFULLY READ THESE TERMS AND FULLY UNDERSTANDS THEIR CONTENT AND IS AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT BETWEEN PARTICIPANT AND THE RELEASEES AND SIGNS IT AT HIS OR HER OWN FREE WILL.

I am signing this agreement for myself as Participant. I acknowledge that I understand the terms of this agreement. I also acknowledge that this agreement shall bind my heirs and personal representatives.

Signature of Participant

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Signature of Parent or Guardian if under 18