Liability Release, Waiver, Discharge and Covenant Not to Sue

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, “Release”), made voluntarily by me, the undersigned Releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, “Releasor,” “I” or “me”, which terms shall also include Releasor’s parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology (“MIT”).

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by participating in the Eastgate Bicycle (“Equipment”) Rental Program (the “Activity”). As the undersigned Releasor, I understand that MIT makes no representations as to the condition of the Equipment, nor does MIT qualify as a merchant of said Equipment, and Equipment is made available as an accommodation, and not a service, to Eastgate residents. I am well advised to check the condition of the Equipment prior to use, and to notify MIT of any discovered problems or defects in the Equipment. MIT does not require me to participate in this Activity, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with this Activity, and I release MIT and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, agents, administrators, assigns, and contractors (collectively “Releasees”), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the Activity, including any injury or harm to me, my death, or damage to my property (collectively “Liabilities”), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

I agree to properly use and care for all borrowed equipment while it is in my possession and am aware that deviation from proper use or care may greatly increase the likelihood of accident or injury. I agree to properly secure/lock all borrowed equipment in legal locations when not in my possession. The safety of accompanying passengers in any attached Equipment (not limited to, but including the child trailer) is my responsibility and I agree to monitor the condition of the Equipment and its passengers at all times. I agree to wear an approved safety helmet and to ensure that all passengers and those for whom I am responsible wear appropriately-sized approved safety helmets. I agree not to use the Equipment in conditions of reduced visibility (including, but not limited to, darkness). I understand that any lights provided to me are intended purely as an aid to my visibility and are not intended for use in conditions of low visibility and I agree not to use the lights for this purpose.

If I borrow the child trailer I acknowledge that this piece of equipment has use restrictions that may not appear obvious without reading its owners manual and agree to read and abide by all conditions stated in its user’s manual at the time of each use. I agree not to borrow the child trailer if I disagree with or can not comply with its terms of use in any way. I agree to check that the trailer is assembled correctly and functioning properly before using it; I agree not to use the trailer and to immediately report its condition should any defects be found in the trailer's assembly, functionality or condition.

[This document continues overleaf...]
Conditions of use mentioned in the trailer owner's manual include but are not limited to:

- The maximum weight capacity is 50 lbs for one child and 100 lbs for two children with no single child exceeding 50 lbs.
- The trailer is not for use with children under 12 months of age. Children must be able to support the weight of their own heads.
- Children should always use the seatbelt and shoulder straps. Lone passengers should be seated in the center of the trailer. Crotch and shoulder straps should intercept at stomach level, not chest level.
- Breaks, fasteners and tire pressure should all be checked prior to each use.
- A bicycle with trailer attached requires a larger turning radius and extra clearance when maneuvering around obstacles.
- Extra caution should be used when cycling with trailer on uneven pavement or going downhill.
- Do not ride over curbs.
- Avoid bumps and holes.
- The trailer is not for use at high speeds. Do not exceed 10 MPH.
- The trailer should not be used in conditions of poor visibility (including but not limited to complete or partial darkness).
- Accessories or parcels placed in the trailer/stroller may cause it to become unstable.
- The safety strap and safety flag should be attached when using the trailer. The safety wrist strap, push bar, and front wheel should be attached and used when using the trailer as a stroller.
- The safety wrist strap, push bar, and front wheel should be removed when the trailer is attached to a bicycle.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I or any passengers or persons for who I am responsible may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require, and that any passengers also have adequate medical or health insurance to cover any medical assistance they may require.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I have read this entire Release (Pages 1 and 2). I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

_____________________________________        _________________________________
(Releasor’s Signature)     (Parent’s Signature, if Signatory is minor)

_____________________________________        _________________________________
(Print Name)     (Print Name)

_____________________________________        _________________________________
(Date)     (Date)

(Apartment on date of signing)