



# THE COURTYARD

200-300 CORPORATE POINTE



## RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY (BIKE SHARE)

I, \_\_\_\_\_ ("Cyclist"), am over the age of 18 and therefore have the legal capacity to enter into this Agreement. The Courtyard at 200 & 300 Corporate Pointe ("The Courtyard") has released a bicycle fleet available on loan to cyclists associated with The Courtyard (such loan program referred to as "The Courtyard Bike Share" or "Bike Share"). I am a tenant or the employee of a tenant in The Courtyard. In connection with my temporary usage of The Courtyard Bike Share and the equipment used thereof, I, for myself, my personal representatives, assigns, heirs and next of kin:

1. Acknowledge, agree and represent that I understand the nature of The Courtyard Bike Share and that I am qualified, in good health, in sound mental capacity, and in proper physical condition to borrow a bicycle from The Courtyard Bike Share. I further acknowledge that I will use the bicycle over public roads and facilities open to the public and upon which the hazards of traveling to may be expected. I further agree and warrant that if, at any time, I believe conditions to be unsafe, I will immediately discontinue using the bicycle.
2. Fully understand that (a) BICYCLING ACTIVITIES INVOLVE RISKS AND DANGERS OF SERIOUS BODILY INJURY, INCLUDING PERMANENT DISABILITY, PARALYSIS AND DEATH ("RISKS"); (b) these risks and dangers may be caused by my own actions, or inactions, the actions or inactions of others participating in the activity, the condition in which the biking takes place, or the negligence of the "Releasees" named below; (c) there may be OTHER RISKS AND SOCIAL AND ECONOMIC LOSSES either now known to me or not readily foreseeable at this time; and I FULLY ACCEPT AND ASSUME ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my biking and use of The Courtyard Bike Share.
3. Agree to use a helmet at all times during biking to decrease the chance of risks or injury occurring.
4. Agree to follow all laws pertaining to the use, riding and/or operation of the bicycle, including all state and local laws and the rules and regulations pertaining to bicycles in California and Los Angeles County. I certify that I am familiar with the laws, rules, and regulations pertaining to the use, riding and/or operating of the bicycle before riding.
5. Hereby release, discharge, and covenant not to sue The Courtyard Bike Share and The Courtyard, its agents, officers, and if applicable, owners and lessors of premises on which the cycling takes place (each considered one of the "Releasees" herein) FROM ALL LIABILITY, CLAIMS, DEMANDS, LOSSES, OR DAMAGES on my account caused or alleged to be caused in whole or in part by the negligence of the "Releasees" or otherwise, including negligent rescue operations; and I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnify agreement I, or anyone on my behalf, makes a claim against any of the Releasees, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss, liability, damage, or cost which may incur as the result of such claim.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD TO BE INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

I HAVE READ THIS RELEASE AND WAIVER.

SIGNER'S INITIALS: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_  
 PRINT NAME: \_\_\_\_\_  
 COMPANY NAME: \_\_\_\_\_

PHONE: \_\_\_\_\_  
 EMAIL: \_\_\_\_\_  
 COMPANY SUITE#: \_\_\_\_\_

