

Smith College Student Government Association Bicycle Kitchen Participant Agreement – Liability Waiver and Release

Please Read Carefully

By signing below I am agreeing to rent a bicycle from the Bicycle Kitchen, a program of the Student Government Association of Smith College (SGA). I agree to assume all responsibility for my actions in relation to the bicycle rental and to follow common sense rules of safety which include, but are not limited to wearing a helmet and locking the bicycle.

I hereby acknowledge and understand that Smith College and the Student Government Association neither accepts nor assumes responsibility for my welfare, for acts or omissions, or for any injuries, claims or losses arising from those acts or omissions while using a rental bicycle. Smith College and the SGA give no assurances or warranties as to the safety of the equipment or its appropriateness for my use.

I further acknowledge that I am aware of the risks of injury, property damage or loss, or even death entailed in participation in this bicycle rental program.

I do fully and completely assume all risks, and accept full responsibility for my physical fitness to participate in this rental program.

I, and on behalf of my administrators, executors, heirs and assigns, further agree to indemnify, release and hold Smith College, its Trustees, officers, employees, students and agents, harmless from all expenses, losses, claims and causes of action in connection with any personal injury, accident, damage, claims, costs, expenses or other loss suffered or incurred by me arising out of my participation in this program. I further agree to defend, indemnify and hold Smith College, its Trustees, officers, employees and agents harmless from all damages, liabilities and expenses (including reasonable attorneys' fees and costs) arising out of or as a result of claims against Smith College by third parties relating to my participation in this program.

I agree the promises and agreements herein contained shall inure to the benefit of and be binding upon my executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

I am a current student, alumna, faculty or staff member at Smith College and am over the age of eighteen.

I have read and understand this document and am signing it of my own free will in order to gain permission to participate in the bicycle rental program.

Participant's Name (Printed): _____

Participant's Signature: _____ Date: _____