



UCO BUM-A-BIKE



VOLUNTEER /PARTICIPANT RECORD

CONSISTING OF

A CONTRACT AGREEMENT WITH WAIVER OF LIABILITY & HOLD HARMLESS

Activity/Program/Enrollment for: Participation in the UCO Bum-A-Bike Program.

The undersigned for good and valuable consideration, receipt of which is hereby acknowledged, in consideration for being allowed voluntary participation or enrollment in said forgoing program, with such program or event to be provided by, at or through UCO, agrees with UCO's terms and conditions as follows:

1.

Waiver: I, (print name) _____, have volunteered to participate in activity identified above. I am over eighteen (18) years of age (or if under 18, have asked my parent or guardian to sign this document in addition to my own signature) and am eligible and medically and physically capable and qualified to participate in the above activity/program. I will work/participate at the direction of UCO, its agents, and employees, and follow all applicable regulations and laws (see reverse side). **Check this box if applicable** I am not an employee of UCO nor am I an independent contractor, and thus I am not qualified for coverage under UCO's workers' compensation. Should I desire insurance protection I will provide my own insurance and hereby advise UCO that I engage in this volunteer activity totally accepting my own risk of participation.

Further -- I recognize that I am not required to participate in this Activity. However, I choose to do so of my own free will recognizing the inherent risk involved in my participation in the Activity, including but not limited to:

1. Transportation associated with this Activity;
2. Risks associated with the location and environment of the designated activity (riding a Bike);
3. Using the apparatus, equipment, and uniforms or personal protective equipment required of the activity which could be potentially serious, and / or could lead to death, if I am not physically qualified, of myself or others engaged in this activity, if I do not follow safety precautions or use safety equipment required of the activity;
5. Participation by me with others in this activity is inherently dangerous as I have to rely on my conduct as well of that of other individuals to stay safe, and,
6. My conduct in this activity may make me liable for damages and injury to others if I am negligent.

2. Hold Harmless:

By signing below I voluntarily assume all risks of loss, property damage, or personal injury, including death, that I may sustain or cause as a result of participating in this Activity, whether caused by my negligence or that of UCO or its officers, agents, or employees as well as H Squared, LLC, dba Al's Bicycles, Edmond, Oklahoma, in The Bum-A-Bike Activity/ Program, and agree to make any claim of any kind against UCO, its officers, agents or employees and/or the Regional University System of Oklahoma or H Squared, LLC, dba Al's Bicycles for any such loss, property damage, or personal injury. I FURTHER AGREE TO INDEMNIFY AND HOLD HARMLESS UCO, its officers, agents and employees and/or the Regional University System of Oklahoma as well as H Squared, LLC, dba Al's Bicycles from any loss, liability, damage or costs, including court costs and attorneys fees, that they may incur due to my participation in such Activity, whether due to my negligence or theirs. I hereby bind other members of my family, my heirs and assigns to this Waiver of Liability and Hold Harmless Agreement.

3. Acknowledgement of

Agreement: I have read this document before signing it; I have had an opportunity to consider its meaning, and I understand the document and sign it as my own free act and deed. I am at least 18 years of age and fully competent, or if under the age of 18, my parent and/or legal guardian signs on my behalf intending to be as fully bound as though I were of age and able to sign for myself with the understanding and agreement with UCO that UCO or the individual or group conducting this Activity/Program will do so in a professional manner and use reasonable care as to my safety that would ordinarily be expected for an Activity/Program of this nature.

In Witness whereof I/we have set my/our hand this _____ day of _____, 20_____.

Participant: University of Central Oklahoma:

Printed Name: _____

Printed Name: Steve Kreidler, Executive Vice President

Signature: _____

Signature: _____

Other Signature: (Guardian or Parent if Participant under 18 years of age)

Print Name _____

Signature _____

Note: For those under 18, the participant and parent or guardian must both sign a copy of this signed form must be sent to the UCO Office of Legal Counsel.

Approved as to Form 111407
UCO Office of Legal Counsel JBM

UCO BUM-A-BIKE



Rules/ Regulations/ Policies/ Procedures

1. I accept and recognize the risks of this program which include, but are not limited to, those caused by terrain, facilities, temperature, weather, physical condition of user, equipment, vehicular traffic, actions of other people including, but not limited to, other users, third parties and University of Central Oklahoma (UCO) employees.
2. I have sufficient knowledge of vehicle and traffic safety laws and understand that it is recommended that all users wear a helmet.
3. I will not knowingly violate any Oklahoma, Edmond or UCO motor vehicle laws or ordinances. I shall not operate a bicycle while impaired by any drug or alcohol.
4. I agree to inspect the bike before each use to see if the bike is in working order. This includes checking tires for proper air pressure, checking brake function, seat stability and chain (drive train) functioning.
5. I will report any malfunctions or problems with program equipment to the UCO Department of Public Safety at once and to immediately cease using any bike in need of repair.
6. I will report if a bike that I checked out is lost or stolen during my possession of the bike.
7. I understand that the Bum-A-Bike program reserves the right to charge up to a \$200 fee for replacement of the property (the bicycle that is in my possession if lost, stolen, or damaged).
8. I understand that for this program or related activities, I may be photographed. I agree to allow my photo, video or film, likeness to be used for any legitimate purpose by the program holders, sponsors, organizers and assigns.
9. I agree that Oklahoma shall be the sole forum for adjudication of any claims relating to participation in the program.

My signature indicates that I have read and understood the above items and agree to be bound by these statements as part of this waiver and release.

Print Name: _____ Signature: _____