ASSUMPTION OF RISK AND RELEASE AGREEMENT

I acknowledge that I am a student, faculty member or employee of Illinois Institute of Technology’s Chicago-Kent College of Law (“IIT”) and that I freely desire to participate in its bicycle loan program CyCKles, which makes available, per the rate schedule published by the IIT Chicago-Kent Administration, to IIT law students, faculty members and employees the unsupervised use of a bicycle for the personal use, benefit and convenience of such individuals (the “Program”). By completing and executing this form, I acknowledge and agree that (i) I am enrolling in the Program for the remainder of my tenure as a student, faculty member or employee of IIT, and (ii) the terms, conditions and provisions contained herein shall apply to my participation in the Program at all times throughout my such tenure.

ACKNOWLEDGEMENT - SAFETY
I acknowledge that I have been advised and have agreed to wear a safety helmet while cycling. I am aware that the use of the bicycle is subject to applicable state and municipal laws and traffic regulations and that it is my responsibility to comply with the same. I represent that I am familiar with the proper use of the bicycle, including all quick release mechanisms, brakes and gear shifters.

ASSUMPTION OF RISKS
I understand and agree that cycling involve many risks, dangers and hazards, including, but not limited to: changing weather conditions; mechanical failure of the equipment; loss of balance; difficulty or inability to control one’s speed and direction; variation or steepness in terrain; rapid or uncontrolled acceleration on hills and inclines; variation or changes in the cycling surface including holes or depressions in the roads; exposed rock, snow, ice, earth and other natural objects; collision with exposed rock, snow, ice, earth, trees or other natural or man-made objects; collision with pedestrians, vehicles or other cyclists; failure to cycle safely or within one’s own ability or within designated areas; and the negligence of others.

Further, I am aware that cycling is a strenuous physical activity, which can cause physical stress, injury or loss of life. To that end, I represent to IIT that there are no health-related reasons or problems which preclude or restrict my participation in the Program, my use of the bicycle and my cycling activities. I represent to IIT that I have adequate health insurance or other means to provide for and pay any medical costs that may directly or indirectly result from my participation in the Program, my use of the bicycle and my cycling activities.

RELEASE, INDEMNIFICATION AND LIABILITY
Acknowledging all of the foregoing risks, dangers and hazards, I state that I am freely agreeing to assume and take on all risks and responsibilities in any way associated with, arising from or related to my participation in the Program, my use of the bicycle and my cycling activities, and in consideration of and return for IIT providing me the opportunity to participate in this Program, I hereby fully release IIT and its governing boards, officers, employees, representatives and agents from any and all liability, claims, actions and expenses that may arise from any injury or harm to me, from my death or from damage to my property in connection therewith. I understand and agree that the foregoing release is intended to cover, and should be deemed to cover, liability, claims and actions caused entirely or in part by any acts or failure to act of IIT or its governing boards, employees or agents, including but not limited to negligence, mistake or failure to supervise.
Further, I agree to hold harmless and to indemnify and to defend IIT and its governing boards, officers, employees, representatives and agents from any and all liability for any damage to property of or personal injury to any third party, resulting from my participation in the Program, my use of the bicycle and my cycling activities.

Finally, I agree to be responsible for any damage to the bicycle or bicycle parts and accessories included with the bicycle while in my possession, which, includes, without limitation, being financially responsible for replacing or repairing the bicycle and any of its components upon bending, breaking, ripping or theft.

MISCELLANEOUS
I recognize that this Agreement and the release contained herein means that I am giving up, among other things, my rights to sue IIT, its governing boards, employees and agents for injuries, damages or losses I may incur. I understand and agree that this Agreement binds my heirs, executors, administrators and assigns, as well as me. I acknowledge that I am signing this Agreement freely and willingly.

In the event that I do not return the bicycle and/or any equipment back to the school in full working order, I agree to pay the fees/penalties associated with the late return, damage/missing equipment and non-return fee at the prevailing rates published by the IIT Chicago-Kent administration in the law school Record.

This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the State of Illinois, exclusive of its choice of law principals, and no other jurisdiction. In entering into this Agreement I am not relying upon any oral or written representations or statements made by IIT and its governing boards, officers, employees, representatives and agents other than those expressly set forth herein.

I acknowledge, I have read this Agreement in its entirety, I fully understand this Agreement, and I agree to be legally bound by its terms.

THIS AGREEMENT, AMONG OTHER THINGS, CONTAINS A RELEASE OF CERTAIN RIGHTS. I ACKNOWLEDGE THAT THIS AGREEMENT APPLIES TO MY PARTICIPATION IN THE PROGRAM AT ALL TIMES THROUGHOUT MY TENURE AT IIT.