

NAME OF PARTICIPANT: _____

NEW YORK INSTITUTE OF TECHNOLOGY
WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

WAIVER

In consideration of permission to participate in NYIT’s Bike Share Program (the “Program”), I, for myself, my heirs, personal representatives or assigns, do hereby release, waive, discharge, and covenant not to sue New York Institute of Technology (“NYIT”), its trustees, officers, employees, and agents from liability from any and all claims, including the negligence of NYIT, resulting in personal injury, accidents or illnesses (including death), and property loss arising from, but not limited to, participation the Program, observation, and/or use of facilities, premises, or equipment.

ASSUMPTION of RISKS

Participation in the Program carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. Some of these involve situations, environments, or activities that may lead to illness, physical injuries, and psychological stress or damage.

The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as scratches, bruises, sprains, and embarrassment; 2) major injuries such as joint or back injuries, heart attacks, head injuries, and psychological trauma; and 3) catastrophic injuries including paralysis and death.

I have read the previous paragraphs and I know, understand, and appreciate these and other risks that are inherent in the activities made possible by NYIT. I hereby assert that my participation is voluntary and that I knowingly assume all such risks.

INDEMNIFICATION and HOLD HARMLESS

I also agree to indemnify and hold NYIT harmless from any and all claims, actions, suits, procedures, costs, expenses, damages and liabilities, including attorney’s fees brought as a result of my involvement in the Program and to reimburse it for any such expenses incurred.

SEVERABILITY

The undersigned further expressly agrees that the foregoing waiver and assumption of risks agreement is intended to be as broad and inclusive as is permitted by the law of the State of New York and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect.

ACKNOWLEDGMENT of UNDERSTANDING

I have read this waiver of liability, assumption of risk, and indemnity agreement, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing the agreement freely and voluntarily, and intend by my signature to be a complete and unconditional release of all liability to the greatest extent allowed by law.

Signature of Parent/Guardian of Minor Date

Signature of User Date

Participant’s Age (if minor) ____