



**Liability Waiver, Release, Indemnification
and Voluntary Assumption of Risk (“Release”)**

As provided in greater detail in this Release (and without limiting the express language of this Release), You acknowledge the following:

- You fully release the operators and sponsors of the Citi Bike® services from all Claims you have or may have against them arising out of your use of the Citi Bike services;
- Your use of the Citi Bike services is at your sole risk;
- The Citi Bike services, including the bicycles, are provided “as-is” and we make no promises that they will be in good repair or error-free;
- You will perform a safety inspection before riding;
- There are risks and dangers inherent in riding a Citi Bike Bicycle and you assume those risks;
- You are responsible for all injuries or damages that you cause to other people or property; and
- We recommend you wear a helmet, but we cannot guarantee its effectiveness.

Releases; No Warranties.

In exchange for your being allowed to use any of the bicycles (“Bicycles”) that are part of the community bike sharing system known as “Citi Bike” and operated by NYC Bike Share, LLC (“NYCBS”), you (acting for yourself and for all of your family, heirs, agents, affiliates, representatives, successors, and assigns) do fully and forever release and discharge all Released Persons from all Claims that you have or may have against any Released Person arising out of or in any way related to your use of the Bicycles. Such releases are intended to be general and complete releases and waivers of all Claims arising out of or in any way related to your use of the Bicycles. The Released Persons may plead such releases as a complete and sufficient defense to any Claim, and may do so as intended third-party beneficiaries of such releases, if appropriate.

Without limitation of the foregoing general releases, you acknowledge and agree that, except as may otherwise be limited by applicable law, NYCBS and all other Released Persons are not responsible or liable for any Claim, including those that arise out of or relate to (a) any risk, danger, or hazard described in this Release, (b) your use of, or inability to use, any Bicycle, (c) your breach of this Release or your violation of any law, (d) any negligence, misconduct, or other action or inaction by you or by NYCBS or any Released Person, (e) your failure to wear a bicycle helmet or other protective gear or clothing while using a Bicycle, or the failure of such helmet or protective gear or clothing to prevent death or injury, or (f) any negligence, misconduct, or other action or inaction of any third party. You release and waive all claims with respect to any of the foregoing, including those based in contract, tort (including negligence), statutory, or other grounds, even if NYCBS or any of the other Released Persons has been advised of the possibility of such Claims.

You further specifically acknowledge and agree that your use of any Bicycle is at your sole risk. To the fullest extent permitted by law, and with respect to your use of any Bicycle, NYCBS and all other Released Persons disclaim all express and implied warranties, including warranties of merchantability and fitness for a particular purpose. Bicycles are provided “as is” and “as available” (and you rely on them solely at your own risk). NYCBS and all other Released Persons do not represent or warrant that any Bicycle will be in good repair or error-free. You acknowledge and agree that delays, omissions, interruptions, or inaccuracies could exist with respect to any Bicycle. You assume full responsibility and risk of loss for using any Bicycle, and NYCBS and all other Released Persons are not liable for any Claim attributable to any of the foregoing.

As used in this Release, “Claims” means, collectively, any and all claims, injuries, demands, liabilities, disputes, causes of action (including statutory, contract, negligence, or other tort theories), proceedings, obligations, debts, liens, fines, charges, penalties, contracts, promises, costs, expenses (including attorneys’ fees, whether incurred at or in preparation for trial, appeal, mediation, or

otherwise), damages (including consequential, compensatory, or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional, or contingent) that arise from or relate to Your use of any Bicycle. “Released Persons” means, collectively, (i) NYCBS and all of its owners, managers, affiliates, employees, agents, representatives, successors, and assigns, and (ii) every sponsor of NYCBS or its services and all of the sponsor’s owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns.

Assumption of Risk; Indemnification

You are solely and fully responsible for the safe operation of Bicycle at all times. You understand that this and other sections in this Release describe and relate to the risks relating to your use of the Bicycle. You affirm that you have read, understand, and accept the entire Release. You agree that Bicycles are machines that may malfunction, even if the Bicycle is properly maintained, and that such malfunction may cause injury. You further agree that, before any use of the Bicycles, you will perform a safety inspection, and you will not use a Bicycle that fails the safety inspection and will notify NYCBS of such failure. You agree that riding a Bicycle involves many obvious and not-so-obvious risks, dangers, and hazards, which may result in injury or death to Member or others, as well as damage to property, and that such risks, dangers, and hazards cannot always be predicted or avoided. Such risks, dangers, and hazards include and relate to, but are not limited to, other vehicles, bicycles, pedestrians, other third parties, buildings, objects, potholes, wheelstops, curbs, docking plates, delineators, pavement cracks, ruts, uneven or unstable roadways or bike paths, light rail or rail road tracks, weather conditions, road conditions, animals, road kill, vegetation, and other permanent or temporary obstructions on or near roadways or bike paths, the possibility of criminal or other third-party acts or omissions, bicycle or component malfunction, negligent acts or omissions by any Released Person, your or any third person’s negligent acts or omissions, and your underlying known or unknown health conditions. You agree that all such risks, dangers, and hazards, whether known or unknown, are your sole responsibility and you assume all related risks.

You further agree that if your use of any of the Bicycles causes any injury or damage to another person or property, then you may be liable for all resulting injuries, damages, and related costs. By choosing to ride a Bicycle, you assume full and complete responsibility for all related foreseeable and unforeseeable risks, dangers, and hazards, and you agree that NYCBS and all other Released Persons are not responsible for any death, injury, damage, or cost caused by you with respect to any person or property, including the Bicycle itself.

You agree, without limitation, to indemnify and hold harmless all Released Persons from any death, injury, or damage to you, another person or persons, or property arising out of or in any way connected to your use of the Bicycles.

I am at least 18 years old and have read and accept the terms of the Liability Waiver, Release, Indemnification, and Voluntary Assumption of Risk.

Signature: _____ Date: _____

Print name: _____

OR

I certify that I am a parent or legal guardian of the below minor, who is 16 years of age or older, and that I am fully authorized to execute this Release on behalf of myself and all other parents of legal guardians of the minor. I hereby give permission and consent to the minor’s use of the Bicycles within the terms and conditions set forth in this Release, and have explained these terms and conditions to the minor. It is my decision as the minor’s parent or legal guardian that the Bicycles are suitable for the minor Member. I further agree to the terms and conditions set forth in this Release, and I shall assume any and all responsibility and liability for the minor’s use of the Bicycles as provided by the terms of this Release. I further agree to defend and indemnify any Released Person from any and all Claims by the minor arising out or connected to the minor’s use of the Bicycles whether or not any negligence by any Released Person, in whole or in part, is alleged to have contributed to any Claims.

Print minor’s name: _____

Signature of parent/guardian: _____ Date: _____

Print parent/guardian’s name: _____