I, ________________________________, (“Cyclist”), a current student of UW-Stout (“Stout”) am over the age of eighteen (18), and therefore have the legal authority to enter into this agreement (“Release”) as set forth herein.

WHEREAS, Stout operates the StoutBikes Program (the “Program”) to encourage cycling among students as a commuting option instead of driving on and around Stout’s campus;

WHEREAS, Stout has made available a fleet of bicycles (“Equipment”) to loan to Cyclist; and

WHEREAS, Cyclist desires to borrow the necessary Equipment from Stout to participate in the Program.

NOW, THEREFORE, in consideration of the acts and promises contained herein, Cyclist agrees as follows:

1. Cyclist expressly assumes all risks resulting from his/her participation in the Program, including, but not limited to, risks associated with Cyclist’s use and operation of the Equipment.

2. Cyclist releases, covenants not to sue, and forever discharges UW-Stout, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, employees, and students, together with successors and assigns, from and against any and all claims, demands, rights, and causes of action of whatever kind or nature, including, but not limited to, negligence arising from and by reason of any and all known and unknown, foreseen and unforeseen bodily, and personal injuries, damage to property, and the consequences thereof resulting from Cyclist’s use or operation of the Equipment, or participation in the Program.

3. Cyclist agrees to defend, indemnify and hold harmless Stout, and its subsidiaries and related entities, as well as their respective trustees, officers, directors, employees, and students, together with successors and assigns, from and against any and all claims, suits, liabilities, costs, and expenses, including reasonable attorney’s fees, for any death, injury, loss, or damage arising out of Cyclist’s use or operation of the Equipment, or participation in the Program, except if caused by Stout’s negligence.

4. Cyclist shall be responsible for any damages to the Equipment resulting from Cyclist’s negligent or wrongful use or operation of the Equipment, such damages shall include, but are not limited to, repairs, parts, and replacement costs. Cyclist shall not be responsible for damages or failures of the Equipment resulting from normal wear.

5. Cyclist represents she/he is reasonably capable of operating the Equipment within the scope of the Program’s prescribed use as described herein, and is legally able to do so under the laws of the State of Wisconsin. Cyclist agrees to operate the Equipment in accordance with all applicable local, state, and federal laws, rules, and regulations, including, but not limited to, wearing a helmet at all times while using the Equipment.

6. Cyclist hereby acknowledges and agrees that with the exception of reasonable routine maintenance and upkeep, Stout is not responsible for the condition of the Equipment; therefore, Cyclist’s acceptance of the Equipment is on an “as is” basis. Stout hereby disclaims any and all express and implied warranties, including without limitation those of fitness for
intended use, and Stout shall not be liable for consequential, incidental, or indirect damages caused by the Equipment or Cyclist’s use thereof.

7. Cyclist will maintain Equipment in good repair and safe operating condition and report any equipment malfunction to Stout immediately. Stout will routine repair and maintenance costs. Stout must approve repairs in advance. Any repair costs incurred without the express approval of UW-Stout are the responsibility of the Cyclist.

8. Stout does not have medical insurance. Cyclist represents and warrants that she/he has adequate medical insurance coverage in the event Cyclist sustains an injury during the use or operation of the Equipment, or while participating in the Program; and Cyclist agrees to provide Stout with proof of such insurance upon request.

9. Cyclist agrees the covenants and agreements contained herein shall inure to the benefit of and be binding upon Cyclist’s executors, administrators, heirs, next of kin, legal representatives, successors, and permitted assigns.

10. Cyclist agrees to pay a $25 rental fee for one school year and a $50 deposit refundable upon the Equipment’s return in good condition. Cyclist agrees to return the Equipment based on the schedule provided by Transportation Services. Cyclist agrees that rental and deposit fees will be charged to his/her student account or credit card, unless Cyclist opts to pay with check or cash.

11. Cyclist agrees to secure the Equipment at all times, locking the bicycle securely when not in use. Loss of the Equipment will result in the forfeiture of Cyclist’s deposit.

IN WITNESS WHEREOF, Cyclist hereto executes this Release on the date below.

__________________________________________  ____________________
Signature                                      Date

__________________________________________
Printed Name