

**SFESOM Building Bicycle Storage Room
Assumption of Risk, Waiver and Release of Claims Agreement**

I hereby acknowledge that I am being allowed to use the SFESOM Building Bicycle Storage Room ("Bicycle Storage Room") provided by the University of Utah, a body politic and corporate of the State of Utah ("University") at my own request on a voluntary basis and at my own risk. As consideration for use of the Bicycle Storage Room, I hereby agree to the following:

I understand that my use of the Bicycle Storage Room shall be unsupervised. I hereby assume all of the risks of using the Bicycle Storage Room. I further acknowledge and agree that, in consideration for being permitted to use the Bicycle Storage Room, I shall be entirely responsible for, and I hereby waive and release any and all claims I have or may have in the future against University, and its successors, assigns, affiliates, directors, officers, employees, partners, members, owners, managers, tenants, or contractors (collectively, "University Parties") for any and all losses, costs, expenses, including reasonable attorney's fees, damages, or liabilities whatsoever of any nature, including property damage, loss or theft, arising out of (i) my use of the Bicycle Storage Room (ii) the negligence or other acts of the University Parties, or (iii) the condition of the Bicycle Storage Room. Further, I agree to indemnify, hold harmless, and promise not to sue, the University Parties from and against all claims, causes of action, judgments, liabilities, costs or expenses, including attorney's fees and other litigation costs, which may in any way arise from my use of the Bicycle Storage Room, even if such liabilities are caused solely or in part by the negligence of a University party.

I also acknowledge that I have received, read, understand and will abide by the Use Rules of the Bicycle Storage Room. I also agree that I have a duty to read any changes to such rules that the University may adopt from time to time and I agree to abide by such changes and I agree to follow any oral instructions or directions given by the employees, agents or representatives of University in relation to the Bicycle Storage Room. I understand that the University may terminate my use or access at any time and for any reason, including for my failure to abide by the Use Rules of the Bicycle Storage Room.

I certify that I have read this agreement, and I fully understand its content. I am aware that this is a release of liability and I sign it of my own free will. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators and representatives, in the event of my death or incapacity.

Name (print): _____

UID (uxxxxxxx): _____

Signature: _____

Date: _____

Use Rules of the Bicycle Storage Room

1. Use of the Bicycle Storage Room is limited to authorized users only.
2. You may not use the Bicycle Storage Room unless you have read, understood and signed the Assumption of Risk Waiver and Release of Claims Agreement.
3. Access to the Bicycle Storage Room is added to your University badge after appropriate documentation has been signed. You may not allow anyone else to access the Bicycle Storage Room nor may you store anyone else's bicycle in the Bicycle Storage Room.
4. Retention of a bicycle overnight is strictly prohibited. The Bicycle Storage Room's sixty-six (66) stalls are available on a first come, first served basis and the University cannot guarantee the availability of a bicycle stall at any time.
5. Use of the Bicycle Storage Room is shared by others. Please assist us in maintaining the cleanliness of the Bicycle Storage Room. Observe common bicycle etiquette and demonstrate courtesy toward others at all times while using the Bicycle Storage Room.
6. The Bicycle Storage Room is only for bicycles and not for any other personal property. If property other than a bicycle is stored, the property will be removed without notice and disposed of. No motor-powered vehicle (including moped or like vehicles) are allowed.
7. You are solely responsible for any damages to or theft of your bicycle while your bicycle is in the Bicycle Storage Room. It's recommended that you always securely lock your bicycle while it's in the Bicycle Storage Room. The University accepts no responsibility for any user's bicycle or personal belongings or damaged, lost or stolen items; nor does it offer any kind of insurance or protection for property within the Bicycle Storage Room.
8. Report any injuries, damages to the Bicycle Storage Room or other problems immediately to the facility manager.
9. Offensive behavior of any kind will not be tolerated while using the Bicycle Storage Room. Offensive behavior may result in the permanent loss of use of the Bicycle Storage Room. Any behavior you feel is inappropriate should be reported to the onsite security officer immediately.