



## RVA Bikeshare Access Pass Membership Form

**Free For All Users**

Full Name	
Email Address	
Address	
Address 2 (optional)	
City, State & Zip Code	
Cell Phone Number	
Tell us a little about yourself	
Female <input type="checkbox"/> Male <input type="checkbox"/>	
Date of Birth	Month _____ Day _____ Year _____
Please sign & date here that you have read and understand the information about RVA BikeShare, its policies and safety recommendations:	
Please sign here certifying that you are at least 18 years of age:	
Please sign here if you are the parent/guardian of a user 16-17 years of age.	

**Need Help?**

**Call us at:**

**1-877-460-2435**

## User Agreement

RVA Bikeshare is a self-serve bicycle rental system ("Service"), established and managed by the municipality of Richmond, VA and operated and maintained by Bewegen Technologies Inc. (the "Operator"). In consideration of your use of the Service, the Operator requires that you ("Member", "You", or "Your") agree to all terms and conditions in this Bicycle Rental Agreement, Liability Waiver, and Release (this "Agreement"), which are intended to promote the safe use of RVA Bikeshare bicycles, and which apply to all Members, as defined below. In this Agreement, "Member" includes any user of the Service who participates in the Access Pass option or any other Pass options that may be established by the Operator and promoted through RVA Bikeshare from time to time (each, a "Member"). "Member-Related Third Party" is anyone who accesses, participates in or otherwise takes advantage of the Service through, as a result of, or pursuant to the Member's account, each of whom shall be deemed a third-party beneficiary hereunder.

As part of riding a RVA Bikeshare bike or registering as a Member, I do hereby consent to my participation in the RVA Bikeshare program. I agree to forever release the municipality of Richmond, VA, and any other participating municipality, as well as their employees, agents, board members, volunteers and any and all individuals, organizations, and sponsors, assisting or participating in RVA Bikeshare "the Releasees" from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or people directly or indirectly allow to participate in RVA Bikeshare, or property damage resulting from such participation. I also promise to indemnify, defend, and hold harmless the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to myself and others that I allow to participate, from property damage, resulting from participation in RVA Bikeshare. I further affirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and I am free to choose not to participate in RVA Bikeshare.

**Section 1 Modifications to Agreement.** The Operator reserves the right to unilaterally amend, modify, or change this Agreement at any time and from time to time in its sole discretion. By continuing to use the Service after any amendment, modification, or change, Member shall be deemed to have agreed to be bound by all such amendments, modifications, and changes. Member must carefully review this Agreement on a regular basis to maintain awareness of all amendments, modifications, and changes.

**Section 2 Term of Agreement.** The term of this Agreement begins when You first use any Service, and the term ends 1 year after Your last use of any Service; provided, however, that Your personal financial responsibility expires one year after the later of (i) Your last use of any Service, or (ii) the expiration of Your Pass. At any time and from time to time, and without Member's consent, the Operator may unilaterally terminate your right to use any Service, in the Operator's sole discretion and without cause.

**Section 3 Service System.** The Service is composed of RVA Bikeshare bicycle stations ("Stations"), which include automated pay stations ("Pay Station"), and separate stands that allow the docking of RVA Bikeshare bicycles ("Bike Docks"). The Stations are for the purposes of the renting, docking, and locking of RVA Bikeshare bicycles, as well as the identification of Members. Under the Service, RVA Bikeshare bicycles can be rented and returned to any Station, subject to the other terms and conditions set forth herein.

**Section 4 Registration to Service.** To obtain an Access Pass Membership, Member must complete this registration form and email it to: Brandon.King@richmondgov.com or print it out and mail it to the OETM team at: 1500 E. Franklin St. Richmond, VA 23219. The Pass and the personal identification number and system pass related thereto are non-transferable and may be terminated if the Member breaches this Agreement, as determined by the Operator in its sole discretion.

**Section 5 Access Pass Rates and Benefits.** The access pass is available free of cost to approved applicants. Membership can be terminated at any time due to violations of the user agreement. This affords users the ability to use RVA Bikeshare wherever applicable. The online history in the Member profile indicating the date and time that the RVA Bikeshare bicycle was returned shall serve as additional evidence that the RVA Bikeshare bicycle had been properly returned.

**Section 6 Overtime Charges.** Access pass members are not subject to overtime charges. However, repeated abuse of the system or failure to return bicycles to a docking station can result in the termination of the membership.

**Section 8 Availability of Service.** The Operator makes every effort to provide the Service, but does not guarantee that the Service will be available at all times, as weather events or other circumstances could prevent the Operator from providing the Service. Access to the Service also is conditioned on the availability of RVA Bikeshare bicycles at each Station. The Operator does not represent or warrant the availability of any Service or the availability of any RVA Bikeshare bicycle at any Station. Member may use the Website, App or a kiosk to determine the inventory of RVA Bikeshare bicycles available at a Station.

**Section 9.1 Removing Bicycle by Access Pass Members.** Access Pass Members must tap their system pass on the reader located below the screen between the bicycle handlebars to remove the RVA Bikeshare bicycle from the Bike Dock. After the system pass has been tapped on the reader, the Access Pass Member has 10 seconds to remove the RVA Bikeshare bicycle from the Bike Dock. A screen to unlock the bicycle appears when the RVA Bikeshare bicycle can be removed. A sound signal is also emitted. If the RVA Bikeshare bicycle is not removed within 10 seconds, the Bike Dock locks and the Access Pass Member must repeat the process described above. An Access Pass Member may also remove a RVA Bikeshare bicycle from the Bike Dock by unlocking the bicycle through the App.

**Section 9.2 Returning Bicycles.** To return the RVA Bikeshare bicycle, a Member must secure it into an available Bike Dock. A sound signal is emitted, and a screen is confirming that the RVA Bikeshare bicycle has been properly secured to the Bike Dock. If the RVA Bikeshare bicycle is not properly secured in the Bike Dock, no screen confirming that the RVA Bikeshare bicycle has been well returned will appear and a longer signal sound is emitted. If no screen confirming the return of the bicycle appears, Member must repeat the operation until the screen appears and the RVA Bikeshare bicycle is properly secured in the Bike Dock. Once secured, the bicycle can no longer be removed from the Bike Dock. Members must verify that the bicycle cannot be removed from the Bike Dock each time a bicycle is returned. The Member is still responsible for the RVA Bikeshare bicycle if it is not properly docked and is liable for any theft or damage that may occur until it is properly returned or retrieved by the Operator. If there is no available Bike Dock at the Station, then the Member must push the "Request More Time" icon on the Pay Station screen. If a docking station is full, a Member can utilize the secondary lock and secure the bicycle to a nearby bicycle rack or fixture when necessary but must call RVA Bikeshare at 1-877-460-2435; however, that Member is still responsible for the RVA Bikeshare bicycle until it is retrieved by the Operator and returned to the Bike Share system. Any RVA Bikeshare bicycle that is not properly secured remains the sole responsibility of Member.

**Section 9.4 Permitted Period of Continuous Use; Lost or Stolen Bicycle.** Use of the Service is limited to a period of 10 consecutive hours ("Permitted Period of Continuous Use"). If Member maintains possession of the RVA Bikeshare bicycle beyond the Permitted Period of Continuous Use, then by the 10th consecutive hour the RVA Bikeshare bicycle is deemed lost or stolen. The Operator will attempt to contact the Member and locate the RVA Bikeshare bicycle (via telephone and email) by using the contact information provided by the Member upon subscribing. The data generated by the Service's computer shall serve as conclusive evidence of the period of use of a RVA Bikeshare bicycle by a Member. For any loss of a RVA Bikeshare bicycle for which a Member is held responsible, the Member must report the disappearance to the Operator and the local police department within 24 hours following the occurrence. Any use that exceeds the Permitted Period of Continuous Use is deemed lost or stolen, until the RVA Bikeshare bicycle is found or returned to a Bike Dock.

**Section 9.5 Lost or Damaged System Pass.** If an Access Pass user's system Pass has been lost or damaged, a replacement may be acquired by calling 1-877-460-2435 or by emailing [info@rvabikes.com](mailto:info@rvabikes.com) and reporting that the system Pass has been lost or damaged.

## **Section 10 Prohibited Acts.**

- a. Member must not ride a RVA Bikeshare bicycle while carrying any briefcase, backpack, bag, or other item that could impede Member's ability to operate a RVA Bikeshare bicycle safely. All external items should be placed in the cargo carrier in such a way that does not create any visual obstruction or riding impediment.
- b. Member must not use any cellular telephone, text messaging device, portable music player, or other device that may distract Member from safely operating a RVA Bikeshare bicycle.
- c. Member must not operate a RVA Bikeshare bicycle while under the influence of alcohol, drugs, any medication or other substance that may impair Member's ability to safely operate a RVA Bikeshare bicycle.
- d. No more than one (1) person may ride a RVA Bikeshare bicycle at any time.

- e. Member must not dock or lock any bicycle in any Station other than RVA Bikeshare bicycles.
  - f. Member must not dismantle or modify a RVA Bikeshare bicycle in any way. This rule does not apply to the use of the seat height adjustment feature on RVA Bikeshare bicycles.
  - g. Member must not exceed the maximum weight limit for the RVA Bikeshare bicycle (260 pounds) or the cargo carrier (45 pounds), and Member must not otherwise use the cargo carrier improperly with regard to type of contents or any visual obstruction or riding impediment.
  - h. Member must not operate a RVA Bikeshare bicycle in extreme weather conditions, including snow, hail, and electrical storms, which make it more dangerous to operate a RVA Bikeshare bicycle. Member is solely responsible for operating a RVA Bikeshare bicycle safely and in accordance with existing conditions. Member must adjust Member's riding behavior and braking distance to suit the weather conditions.
  - i. Member must not allow others to use a RVA Bikeshare bicycle that Member has removed from a Bike Dock. Member understands that when Member removes a RVA Bikeshare bicycle from a Bike Dock, it is to be used only by Member. Member must not transfer or disclose Member's system pass, digital code on the system pass, temporary passes, or any other Account information to any other person.
- Section 11 Additional Member Obligations.**
- a. Member represents and warrants that Member is a safe and competent bicycle operator, is physically able to safely ride a bicycle without a risk to the Member's health, is knowledgeable about the operation of a bicycle, and is knowledgeable about the laws pertaining to bicycles operated within the designated network zone. Like any physical activity, riding a RVA Bikeshare bicycle may cause minor or major injuries, including death, or discomfort and may worsen or complicate underlying medical conditions or diseases. By choosing to ride a RVA Bikeshare bicycle, Member assumes all responsibilities and risks for all such injuries or other medical conditions.
  - b. Member agrees that a bicycle is a machine that may malfunction, even if the bicycle is properly maintained, and that such malfunction may cause injury or possibly death. Member agrees that before using a RVA Bikeshare bicycle, Member shall conduct a safety inspection of the RVA Bikeshare bicycle, which includes inspecting the following: (i) the tires are not deflated; (ii) trueness of the wheels; (iii) safe operation of all brakes and lights; (iv) proper attachment of the seat, pedals, and basket; (v) good condition of the frame; and (vi) any sign of damage, unusual or excessive wear, or other mechanical problem or maintenance need. Member agrees not to ride the RVA Bikeshare bicycle if Member notices any mechanical or other problem or safety issue, and Member agrees to promptly notify the Operator of all problems and issues and to use a different RVA Bikeshare bicycle.
  - c. Member acknowledges and agrees that the Bewegen does not guarantee that there will always be a safe place to ride a RVA Bikeshare bicycle. Roads, bicycle lanes, and bicycle routes may become dangerous due to weather, traffic, or other hazards. Member must not use a RVA Bikeshare bicycle for racing, riding off road, or any use other than safe operation on public or private roads or property and designated bicycle routes.
  - d. Member acknowledges and agrees that the Bewegen is not a common carrier. Alternative means of public and private transportation are available to the general public and to Member individually, including public buses and rail service, taxis, and pedestrian paths. Bewegen provides RVA Bikeshare bicycles only as a convenience, and such rental availability is intended to be used only by those persons who are able and qualified to operate a RVA Bikeshare bicycle on their own and who have agreed to all terms and conditions of this Agreement.
  - f. Member agrees to properly secure/lock the bicycle in a location where temporary storage or parking of a bicycle is permitted by the laws, rules and regulations of their current location when the bicycle is not being ridden.
  - g. Member agrees that the Operator may require Member to return a RVA Bikeshare bicycle at any time at the Operator's sole and absolute discretion.
  - h. Member agrees that access to the Service is denied to any person less than 16 years of age.

i. Member must report to the police and to RVA Bikeshare Customer Service at 1-877-460-2435 as soon as possible, but in no event later than 24 hours, after the occurrence of any of the following events: any crash, damage, loss, or personal injury while using a RVA Bikeshare bicycle; any vandalism; any stolen or lost bicycle; and any stolen or lost system pass.

**Section 13 Helmets.** All riders are encouraged to wear a Snell, CPSC, ANSI, or ASTM approved helmet that has been properly sized, fitted, and fastened, according to the manufacturer's instructions. Wearing a properly sized, fitted, and fastened Snell, CPSC, ANSI, or ASTM approved helmet while cycling may protect against an injury or may lessen the severity of an injury caused by an impact to the head; however, bicycle helmets are not 100% effective, do not protect against all head injuries, and do not protect against other injuries. The Bewegen does not represent or warrant the quality or safety characteristics of any helmet, and Member agrees that the Bewegen shall not be held liable for any injury suffered by Member while using the Service, whether or not Member is wearing a helmet at the time of injury.

**Section 14 Termination.** Member may terminate Member's use of the Service at any time.

**Section 15 Choice of Law; Dispute Resolution.** This Agreement is governed by and shall be construed and enforced in accordance with the internal laws of the State of Virginia, excluding principles of conflicts of laws. For every dispute regarding this Agreement: (i) the prevailing party is entitled to its costs, expenses, and reasonable attorneys' fees (whether incurred at trial, on appeal, or otherwise) incurred in resolving or settling the dispute, in addition to all other damages or awards to which such party may be entitled; (ii) each party consents to the jurisdiction of the courts of the State of Virginia and agrees that those courts have personal jurisdiction over each party; and (iii) venue must be in the State of Virginia. **THE PARTIES, HOWEVER, HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY COURT IN ANY ACTION FOR THE ADJUDICATION OF SUCH CLAIM OR DISPUTE.**

**Section 16 Waiver.** No waiver of any breach of any provision of this Agreement shall be deemed a waiver of any other breach or of any other provision of this Agreement. The terms of this Agreement may be waived or amended only in writing and only by the party that is entitled to the benefits of the term being waived or amended.

**Section 17 Cumulative Remedies.** All rights and remedies granted under or referred to in this Agreement are cumulative and nonexclusive, and resort to one does not preclude the availability or applicability of another or to any other right or remedy provided by law.

**Section 18 Final Agreement.** This Agreement contains the complete, final, and exclusive integrated agreement between the parties with respect to its subject matter. This Agreement supersedes all other prior agreements, written or oral, relating to such subject matter.

**Section 19 Representations.** Each party represents and warrants to the other party that: (i) it has the legal power and authority to enter into this Agreement and to undertake and perform all of its duties and obligations hereunder; (ii) there is no contract or other legal obligation that prevents such party from entering into this Agreement or from undertaking or performing all of its duties and obligations hereunder; and (iii) this Agreement constitutes a legally binding agreement that is fully enforceable against such party.

**Section 20 Contract Interpretation.** The headings in this Agreement do not affect the interpretation of this Agreement. "Or" is not exclusive in its meaning. "Including" means "including, but not limited to." "Herein," "hereunder," and other similar terms refer to this Agreement as a whole and are not limited to the specific section or paragraph where they appear. Plural terms refer to all Members of the relevant class, and singular terms refer to one or more Members of the relevant class. All pronouns include the masculine, feminine, and neuter pronoun forms.

**Section 21 Contact.** You may contact the Operator by calling or emailing the Operator: - [info@rvabikes.com](mailto:info@rvabikes.com) – (877) 460-2435

**SECTION 22 RELEASE AND INDEMNIFICATION.** For purposes of this Agreement, "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 trial, on appeal or otherwise), damages (including consequential, compensatory or punitive damages), or losses (whether known, unknown, asserted, unasserted, fixed, conditional or contingent) arising from, relating to or otherwise involving, directly or indirectly, the Service, a RVA Bikeshare bicycle, Station, Bike Dock, or other items related to the Service, including the use of any of the foregoing by the Member or any Member-Related Third Party.

# RVA BIKE SHARE

For purposes of this Agreement, "Bewegen and its Related Parties" means, collectively, (1) the municipality of Richmond, VA, and any other participating municipality, (2) Bewegen Technologies, Inc. and all of its owners, officers, directors, affiliates, subcontractor's; (4) every sponsor of the Service and all of the sponsor's owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns; and (5) every holder of property on which is located a station, bike dock or related item and all of the property holder's, owners, officers, directors, affiliates, employees, agents, representatives, successors, and assigns.

AS A CONDITION PRECEDENT TO THE USE OF ANY SERVICE, RVA Bikeshare BICYCLE, STATION, BIKE DOCK, OR RELATED ITEMS, MEMBER (ACTING FOR MEMBER AND FOR EACH MEMBER-RELATED THIRD PARTY AND ALL OF MEMBER'S FAMILY, AGENTS, AFFILIATES, REPRESENTATIVES, SUCCESSORS, HEIRS, AND ASSIGNS) DOES HEREBY (I) RELEASE AND FULLY DISCHARGE ALL PARTICIPATING MUNICIPALITIES, ITS ELECTED AND APPOINTED OFFICIALS, DEPARTMENT HEADS, RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES, REPRESENTATIVES, SUCCESSORS, HEIRS AND ASSIGNS, AND ITS DEPARTMENTS/AGENCIES, INCLUDING BUT NOT LIMITED TO THE OFFICE OF EQUITABLE TRANSIT AND MOBILITY AND ITS RELATED PARTIES, AS DEFINED BELOW, (COLLECTIVELY THE "RELEASED PARTIES") FROM ALL CLAIMS THAT MEMBER HAS OR MAY HAVE AGAINST THE RELEASED PARTIES TO THE FULLEST EXTENT PERMITTED BY LAW, AND (II) AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS THE RELEASED PARTIES FROM AND AGAINST ALL CLAIMS, TO THE FULLEST EXTENT PERMITTED BY LAW, INCLUDING WITHOUT LIMITATION CLAIMS ASSERTED BY ANY MEMBER, ANY MEMBER-RELATED THIRD PARTY AND ANY OTHER THIRD PARTY WHOSE CLAIM ARISES FROM, RELATES TO OR OTHERWISE INVOLVES, DIRECTLY OR INDIRECTLY, THE USE OF THE SERVICE BY MEMBER OR A MEMBER-RELATED THIRD PARTY. THE INDEMNIFICATION SET FORTH IN THIS PARAGRAPH SHALL APPLY EVEN WHEN THE ALLEGED NEGLIGENT ACT(S) IS ATTRIBUTED TO OR CAUSED BY THE SOLE NEGLIGENCE OR OWN NEGLIGENCE OF THE OPERATOR AND/OR ITS RELATED PARTIES. SUCH RELEASES, DISCHARGES AND INDEMNIFICATION OBLIGATIONS ARE INTENDED TO BE GENERAL AND COMPLETE WITH RESPECT TO ALL CLAIMS. THE RELEASED PARTIES MAY PLEAD SUCH RELEASES AS A COMPLETE AND SUFFICIENT DEFENSE TO ANY CLAIM.

"I do hereby consent to my participation in the RVA Bikeshare program. I agree to forever release the municipality of Richmond, VA, and any other participating municipality, as well as their employees, agents, board members, volunteers and any and all individuals, organizations, and sponsors, assisting or participating in RVA Bikeshare ("the Releasees") from any and all claims, rights of action and causes of action that may have arisen in the past, or may arise in the future, directly or indirectly, from personal injuries to myself or people I directly or indirectly allow to participate in RVA Bikeshare, or property damage resulting from such participation. I also promise to indemnify, defend, and hold harmless the Releasees against any and all legal claims and proceedings of any description that may have been asserted in the past, or may be asserted in the future, directly or indirectly, arising from personal injuries to myself and others that I allow to participate, from property damage, resulting from participation in RVA Bikeshare. I further confirm that I have read this Consent and Release Form and that I understand the contents of this Form. I understand that my participation is voluntary and I am free to choose not to participate in RVA Bikeshare.

Such releases are intended to be general and complete releases of all Claims. Bewegen and its Related Parties may plead such releases as a complete and sufficient defense to any Claim.

**Section 24 DISCLAIMERS.** YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY SERVICE, BICYCLE, STATION, BIKE DOCK, OR RELATED ITEM IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY LAW, BEWEGEN AND ITS RELATED PARTIES DISCLAIM ALL EXPRESS AND IMPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, COMPATIBILITY, SECURITY, ACCURACY, NONINFRINGEMENT AND USEFULNESS WITH RESPECT TO ANY SERVICE, BICYCLE, STATION, BIKE DOCK, OR RELATED ITEM, WHICH ARE ALL PROVIDED "AS IS" AND "AS AVAILABLE" (AND YOU RELY ON THEM SOLELY AT YOUR OWN RISK). BEWEGEN AND ITS RELATED PARTIES DO NOT REPRESENT OR WARRANT THAT ANY SERVICE, BICYCLE, STATION, BIKE DOCK, OR RELATED ITEM WILL BE IN GOOD REPAIR OR ERROR-FREE, AND DELAYS, OMISSIONS, INTERRUPTIONS, OR INACCURACIES COULD EXIST IN ANY SERVICE, BICYCLE, STATION, BIKE DOCK, OR RELATED ITEM. YOU ASSUME FULL RESPONSIBILITY AND RISK OF LOSS FOR USING ANY SERVICE, BICYCLE, STATION, BIKE DOCK, OR RELATED ITEM, AND BEWEGEN AND ITS RELATED PARTIES ARE NOT LIABLE FOR ANY CLAIM ATTRIBUTABLE TO ANY OF THE FOREGOING. YOU ASSUME FULL RESPONSIBILITY AND LIABILITY FOR ALL CONSEQUENCES, CLAIMS, DEMANDS, CAUSES OF ACTION, LOSSES, LIABILITIES, DAMAGES, INJURIES, COSTS, EXPENSES, PENALTIES, ATTORNEYS' FEES, JUDGMENTS, SUITS, OR DISBURSEMENTS OF ANY KIND OR NATURE WHATSOEVER RELATED TO A STOLEN OR LOST BICYCLE OR SYSTEM PASS.

**Section 25 LIMITED LIABILITY.** YOU DO HEREBY ACKNOWLEDGE AND AGREE THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE OR LIABLE FOR ANY CLAIM, INCLUDING THOSE THAT ARISE FROM, RELATE TO OR OTHERWISE INVOLVE, DIRECTLY OR INDIRECTLY, (A) ANY RISK, DANGER, OR HAZARD DESCRIBED IN THIS AGREEMENT, (B) YOUR USE OF, OR

INABILITY TO USE, ANY SERVICE, BICYCLE, STATION, BIKE DOCK, OR RELATED ITEM, (C) YOUR BREACH OF THIS AGREEMENT OR YOUR VIOLATION OF ANY LAW, (D) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION BY YOU, (E) YOUR FAILURE TO WEAR A BICYCLE HELMET WHILE USING A RVA Bikeshare BICYCLE, OR (F) ANY NEGLIGENCE, MISCONDUCT, OR OTHER ACTION OR INACTION OF ANY THIRD PARTY. YOU DO HEREBY WAIVE ALL CLAIMS WITH RESPECT TO ANY OF THE FOREGOING, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, EVEN IF THE RELEASED PARTIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH CLAIMS. RELEASED PARTIES' TOTAL LIABILITY FOR ALL CLAIMS, INCLUDING THOSE BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STATUTORY, OR OTHER GROUNDS, IS LIMITED TO THE SUM OF \$100. SOME JURISDICTIONS DO NOT ALLOW FOR LIMITED LIABILITY OR EXCLUSION OF IMPLIED WARRANTIES, AND, IF ANY OF THOSE LAWS APPLY TO YOU, THEN SOME OR ALL OF THE ABOVE DISCLAIMERS, EXCLUSIONS, OR LIMITATIONS MIGHT NOT APPLY TO YOU, AND YOU MIGHT HAVE ADDITIONAL RIGHTS.

**Section 26 ASSUMPTION OF RISK.** MEMBER AGREES THAT BICYCLES ARE MACHINES THAT MAY MALFUNCTION, EVEN IF THE BICYCLE IS PROPERLY MAINTAINED, AND THAT SUCH MALFUNCTION MAY CAUSE INJURY. MEMBER AGREES 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, 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'S, MEMBER'S OR ANY THIRD PERSON'S NEGLIGENT ACTS OR OMISSIONS, AND MEMBER'S UNDERLYING KNOWN OR UNKNOWN HEALTH CONDITIONS. MEMBER AGREES THAT ALL SUCH RISKS, DANGERS, AND HAZARDS, WHETHER KNOWN OR UNKNOWN, ARE MEMBER'S SOLE RESPONSIBILITY AND Member ASSUMES ALL RELATED RISKS BY CHOOSING TO RIDE A RVA Bikeshare BICYCLE.

MEMBER FURTHER AGREES THAT IF MEMBER'S USE OF ANY OF THE SERVICES CAUSES ANY INJURY OR DAMAGE TO ANOTHER PERSON OR PROPERTY, THEN MEMBER MAY BE LIABLE FOR ALL RESULTING INJURIES, DAMAGES, AND RELATED COSTS. BY CHOOSING TO RIDE A RVA Bikeshare BICYCLE, MEMBER ASSUMES FULL AND COMPLETE RESPONSIBILITY FOR ALL RELATED FORESEEABLE AND UNFORESEEABLE RISKS, DANGERS, AND HAZARDS, AND MEMBER AGREES THAT THE RELEASED PARTIES ARE NOT RESPONSIBLE FOR ANY DEATH, INJURY, DAMAGE, OR COST CAUSED BY MEMBER WITH RESPECT TO ANY PERSON OR PROPERTY, INCLUDING THE BICYCLE ITSELF.

MEMBER IS SOLELY AND FULLY RESPONSIBLE FOR THE SAFE OPERATION OF THE RVA Bikeshare BICYCLE AT ALL TIMES. MEMBER MAY NEED TO TAKE ADDITIONAL SAFETY MEASURES OR PRECAUTIONS NOT SPECIFICALLY ADDRESSED IN THIS AGREEMENT.

**Section 27 Severability.** If a court deems any provision of this Agreement illegal or otherwise unenforceable for any reason, Member agrees that that provision shall be severed from the Rental Agreement and shall be inoperative, and the remainder of the Rental Agreement shall remain operative and shall be binding on the parties.

**Section 28 Confidentiality of Personal and Financial Data and Information.** All personally identifiable information that is held by the Operator and pertains to Member, including all names, addresses, phone numbers, email addresses, and credit card numbers, will be kept confidential by the Operator; provided, however, that (i) in the event of any accident in which a Member is unable to communicate personal information to the appropriate authorities, then the Operator may, in its sole discretion, provide the Member's name, address, phone number, and other important information to such authorities, (ii) the Operator may disclose aggregate and other data about Members to the municipality of Richmond, VA, and any other participating municipality, including rental dates, rental locations, rental durations (including starting rental times and ending rental times), and latitude and longitude data for Member addresses (which would not allow any individual's address to be separately identified), so long as the Operator aggregates all such data prior to the Bewegen's receipt of such data; and (iii) the Operator may disclose personally identifiable information of corporate sponsorship Member to their corporate sponsors, to the extent that the Member has consented to such disclosure.

---

If you have any difficulties or need additional information, it would be our pleasure to help: