

# Edgerton House Bicycle Policy

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This is a policy for the maintenance and management of the bicycles that the house owns for use by residents.

## Equipment

As of March 2012, Edgerton house owns two new urban commuter bicycles (Gravity Avenue FB). They also include two Kryptonite locks, and are fitted with rear baskets for carrying groceries.

## Oversight

Oversight of the bicycles is the responsibility of the house Resources Officer. She/he must perform a weekly status check to verify the mechanical integrity of the bicycles (inflated tires, working breaks, etc.) and report to the officer board during their monthly meeting. The resources officer is encouraged to seek the help of mechanically savvy officers if she/he is not comfortable assessing the status of the bicycles.

## Check-out

Check-out works through a first-come-first-serve system that is overridden by a reservation calendar. The front desk holds keys to the bikes' locks and checks them out so long as there is no previous reservation for a given time slot. In addition, residents may reserve the bicycles for particular periods of time. These reservations shall not exceed 12 hours or extend past 11pm. All bikes must be returned before 11pm every day. Residents must reserve the bicycles if they intend to use them for more than 4 hours. Check-outs made without reservations will include an estimated (and non-binding) return time as a courtesy to the next resident.

The resources officer maintains and updates the paper calendar at the front desk and an electronic copy visible to residents. Reservations must be made at least 48h in advance, allowing for enough time to update the calendars. The front desk will check out the keys to the bike locks, and has no responsibility to check on the status of the bikes. It is the resident's responsibility, when checking the bike out, to check it for mechanical integrity and safety. Should there be any problem with the bike, this can be noted in the sign-out sheet before leaving. The resident checking out will be considered responsible for any problems not reported during sign-out that are discovered before somebody else uses the bike. During the time that a bike is checked out by a resident, it becomes that resident's responsibility. Edgerton House may hold the resident liable for up to \$300 (the full price of the bikes) if they should be damaged, stolen, or lost. Residents need not leave an ID as collateral when checking out bikes.

Use of the Edgerton House bicycles is a privilege that residents can get access to by reading and signing this agreement and associated liability waivers. They must be briefed on the safety, rules, and logistics of our bike rental program in a meeting with the resources officer. After all this has happened, their name will be added to a list of bike users that will be kept at the front desk. Only people on this list may check out the bicycles.

The bikes are kept in designated spots in the Edgerton indoor bike rooms, and they must be returned to those spots after use. Residents are encouraged to report any routine mechanical problems to the resources officer, so that routine maintenance may be performed on the bikes.

Residents may lose their privilege to use the bikes if they damage the bicycles, fail to return them before 11pm, infringe on other people's reservation start times, or otherwise violate what the Edgerton House officer board considers fair and good-intentioned use of this service.

# Edgerton House Bicycle Loans

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## **Liability Release, Waiver, Discharge and Covenant Not to Sue**

This is a legally binding Release, Waiver, Discharge and Covenant Not to Sue (collectively, "Release"), made voluntarily by me, the undersigned releasor, on my own behalf, and on behalf of my heirs, executors, administrators, legal representatives and assigns (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian, if Releasor is under 18 years of age) to the Massachusetts Institute of Technology, including all residents and workers of Edgerton House and MIT Graduate and Family Housing (collectively "MIT").

As the undersigned Releasor, I fully recognize that there are dangers and risks to which I may be exposed by borrowing and using a bicycle, including, without limitation, falling off the bicycle, being hit by traffic, disastrous mechanical failures, getting lost, biking into unsafe locations or at unsafe speeds, frostbite if traveling in low temperatures, and other risks arising from bicycling in an urban (or rural) environment (collectively, "biking"). As the undersigned Releasor, I understand that MIT does not require me to use Edgerton bicycles, but I want to do so despite the possible dangers and risks and despite this Release. With informed consent, and for valuable consideration received, including assistance provided by MIT, as the undersigned Releasor, I agree to assume and take on myself all of the risks and responsibilities in any way arising from or associated with borrowing or renting and Edgerton bicycle, and I release MIT and all of its affiliates, divisions, departments and other units, committees and groups, and its and their respective governing boards, officers, directors, principals, trustees, legal representatives, members, owners, employees, volunteers, agents, administrators, assigns, and contractors (collectively "Releasees"), from any and all claims, demands, suits, judgments, damages, actions and liabilities of every name and nature whatsoever, whenever occurring, whether known or unknown, contingent or fixed, at law or in equity, that I may suffer at any time arising from or in connection with the use of Edgerton bicycles, including any injury or harm to me, my death, or damage to my property, whether caused by or arising from the negligence of MIT (collectively "Liabilities"), and I agree to defend, indemnify, and save Releasees harmless from and against any and all Liabilities.

As the undersigned Releasor, I recognize that this Release means I am giving up, among other things, all rights to sue Releasees for injuries, damages or losses I may incur. I also understand that this Release binds my heirs, executors, administrators, legal representatives and assigns, as well as myself. I also affirm that I have adequate medical or health insurance to cover any medical assistance I may require.

I agree that this Release shall be governed for all purposes by Massachusetts law, without regard to such law on choice of law.

I agree to return the bicycle to Edgerton House after borrowing or renting it. I understand that I may be held liable for any damage caused to the bicycles or associated equipment (locks, baskets); this liability

may be as much as the full price of the equipment (\$300). I understand that my failure to return an Edgerton Bicycle to Edgerton House within 24h of my checking it out will result in a fine of \$300 charged to my MIT student account.

**I have read this entire Release. I fully understand the entire Release and acknowledge that I have had the opportunity to review this Release with an attorney of my choosing if I so desire, and I agree to be legally bound by the Release.**

THIS IS A RELEASE OF YOUR RIGHTS, READ CAREFULLY AND UNDERSTAND BEFORE SIGNING.

\_\_\_\_\_  
(Releasor's Signature)

\_\_\_\_\_  
(Parent's Signature, if Signatory is minor)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Print Name)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Email)

Address: \_\_\_\_\_ Phone: \_\_\_\_\_

Emergency Contact: \_\_\_\_\_

Relation: \_\_\_\_\_ Phone: \_\_\_\_\_

Medical Insurance Policy (Insurer and Policy No.): \_\_\_\_\_