



Cycle Sandusky County Bike Share Program Policies

The Cycle Sandusky County Bike Share Program is a joint venture of the YMCA of Sandusky County and the Creating Healthy Communities Program of Sandusky County Public Health

- The bike share service is available from May 1 to October 31 each year. The program may start earlier or extend later based on weather conditions. This decision will be announced by the YMCA.
- Rental Hours and Location:
 - YMCA of Sandusky County | 1000 North Street | Fremont, Ohio 43420
 - Monday – Thursday: 5:30 a.m. to 8:30 p.m.
 - Friday: 5:30 a.m. to 7:30 p.m.
 - Saturday: 7:30 a.m. to 3:30 p.m.
 - Sunday: 12:30 p.m. to 4:30 p.m.
- The program is open to all residents and guests of Sandusky, Ohio
- All riders will be issued a rental helmet.
- Borrowers must be at least twelve (12) years of age, and complete a lending agreement and liability waiver. The agreement will be valid for one season.
- Borrowers age 12 to 17 **must:**
 - Have a valid Parent/Legal Guardian Consent form on file. The form will be valid for one season.
 - The Parent/Legal Guardian must provide a photo ID and payment method upon registration. The payment method will automatically be charged for any applicable late fees.
 - The parent/guardian will make the bike size and helmet size selection for their child. The selection(s) will be notated on the consent form.
- One bike may be borrowed per borrower, only the borrower is permitted to use the equipment.
- Equipment borrowed Monday to Friday must be returned the same day. Equipment borrowed on Saturday must be returned by 1pm Sunday. Equipment borrowed on Sunday must be returned by 9am Monday. Please see return time indicated on the borrowing provided at time of borrow.
- Equipment is available on a first-come, first-served basis. No holds or renewals are permitted.
- Helmets and locks are required and provided when checking out a bike.
- When left unattended, equipment must be locked and secured with the lock provided. Borrowers are responsible for stolen or lost equipment.
- Borrowers must obey the traffic and basic bike safety rules.
- Borrowers must report any damage, malfunctions or any circumstances that will delay return to YMCA staff immediately.
- Program Fees:
 - There are no fees to enjoy this program.
 - Late Fees will be applied if equipment is not returned by closing on the same day. The below fees will be charged to your payment method on file.
 - One day late \$5
 - Two days late \$15
 - Three days late \$30
 - Equipment not returned after 72 hours:
 - Helmets or locks: A \$50 fee (per item) will be charged to your payment method on file.
 - Any bike not returned after 72 will be reported stolen to the Fremont Police Department.
 - Damage
 - Any damage to the bike, outside of normal wear and tear, will be the responsibility of the borrower. The cost of the repairs will be charged to the payment method on file.

Signature of borrower or parent/guardian _____ Date _____

By signing, I am stating I have read and understand the above policies and authorize charges to my payment method on file. I understand that any payments not made will be subject to collection from a third-party collections agency after 30 days of non-payment.



Cycle Sandusky County Bike Share Program Agreement

In consideration of participating in the YMCA of Sandusky County programming and other activities, and for other good and valuable consideration, I hereby agree to **release and discharge from liability** arising from negligence the YMCA of Sandusky County and its owners, directors, officers, employees, agents, volunteers, participants, and all other persons or entities acting for them (hereinafter collectively referred to as "Releasees"), on behalf of myself and my children, spouse, parents, heirs, assigns, personal representative and estate, and also agree as follows:

I acknowledge that participating in YMCA of Sandusky County activities involves known and unanticipated risks which could result in physical or emotional injury, paralysis or permanent disability, death, and property damage. Risks include, but are not limited to, scrapes, bruises, sprains, broken bones or dislocations, paralysis or death. I understand such risks simply cannot be eliminated, despite the use of safety equipment, without jeopardizing the essential qualities of the activity.

I expressly accept and assume all of the risks inherent in this activity or that might have been caused by the negligence of the Releasees. My participation in this activity is purely voluntary and I elect to participate despite the risks. In addition, if at any time I believe that event conditions are unsafe or that I am unable to participate due to physical or medical conditions, then I will immediately discontinue participation.

I hereby voluntarily release, forever discharge, and agree to indemnify and hold harmless Releasees from any and all claims, demands, or causes of action which are in any way connected with my participation in this activity arising from negligence. This release does not apply to claims arising from intentional conduct. Should Releasees or anyone acting on their behalf be required to incur attorney's fees and costs to enforce this agreement, I agree to indemnify and hold them harmless for all such fees and costs.

I represent that I have adequate insurance to cover any injury or damage I may suffer or cause while participating in this activity, or else I agree to bear the costs of such injury or damage myself. I further represent that I have no medical or physical condition which could interfere with my safety in this activity, or else I am willing to assume – and bear the costs of – all risks that may be created, directly or indirectly, by any such condition.

In the event that I file a lawsuit, I agree to do so in the state where Releasees' facility is located, and I further agree that the substantive law of that state shall apply.

I agree that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

I assume full responsibility for removing myself and children from any media opportunities that I do not wish to participate in. I hereby grant to the YMCA the unrestricted right to use and publish photographic images of me and children, or in which I may be included, for marketing materials, YMCA websites or YMCA social networks, editorial trade advertising, and any other lawful purpose related to the YMCA.

I have had sufficient time to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. Also, I understand that this activity might not be made available to me or that the cost to engage in this activity would be significantly greater if I were to choose not to sign this release, and agree that the opportunity to participate at the stated cost in return for the execution of this release is a reasonable bargain.

In consideration of either my own participation or the participation of my minor child in YMCA activities and programs, I, for myself, or as the parent/guardian of the minor named above, agree to release and on



behalf of myself and any minor named above, my heirs, representatives, executors, administrators, and assigns, HEREBY DO RELEASE YMCA, its officers, directors, employees, volunteers, agents, representatives and insurers ("Releasees") from any causes and attest that I further understand that the terms of this agreement are legally binding and certify that I am signing this agreement, after having carefully read it, of my own free will."

By signing this document, I agree that if I am injured or my property is damaged during my participation in this activity, then I may be found by a court of law to have waived my right to maintain a lawsuit against the parties being released on the basis of any claim for negligence.

Please Print

Name of borrower _____ DOB _____

Name of parent/guardian (If Applicable) _____ DOB _____

Address _____ City/State/ZIP _____

Phone number _____ Email address _____

Driver's License/ID Number _____ Ethnicity _____

Emergency Contact Name _____ Phone Number _____

Staff Only: Date/time of rental _____ Date/time bike is due _____ # of Bike _____

I have read and understood this document and I agree to be bound by its terms.

Signature of borrower or parent/guardian _____ Date _____



Cycle Sandusky County Bike Inspection Form

Indicate on the diagram below any defects identified at time of borrow.

B = Bent BR = Broken C = Cut CR = Cracked D = Dent DR = Dirty F = Faded
 L = Loose M = Missing P = Paint Damaged S = Scratched T = Torn O = Other

Right Side



Left Side



Employee Initials _____ Borrower Initials _____

Indicate on the diagram below any defects identified at time of return.

B = Bent BR = Broken C = Cut CR = Cracked D = Dent DR = Dirty F = Faded
 L = Loose M = Missing P = Paint Damaged S = Scratched T = Torn O = Other

Right Side



Left Side



Employee Initials _____ Borrower Initials _____