

University of West Florida, Office of Recreation and Sports Services  
**STATEMENT OF ASSUMPTION OF RISK, INFORMED CONSENT, and RELEASE OF LIABILITY**

Activity (completed by Recreation Staff) \_\_\_\_\_ Bicycle Rental \_\_\_\_\_

I, \_\_\_\_\_ (print full name), the undersigned participant, (or in the event the undersigned is under eighteen (18) years of age, the undersigned's parent or guardian), have actual knowledge and conscious appreciation of the particular dangers involved in sports and wellness activities organized by the University of West Florida. I acknowledge that the activities I will be participating in may involve strenuous physical activity, travel, exposure to inclement weather and other dangers, which may result in injuries to me, ranging from minor to severe, including serious permanent disability, paralysis, or death. These types of injuries may result from my own actions, the actions or inactions of others or a combination of both.

Other specific risks that may arise from my participation in these activities may also include, but are not limited to the dangers of collision with pedestrians, spectators, vehicles, other riders, and fixed or moving objects; the dangers of falling while moving or stationary; the dangers arising from surface hazards, equipment failure, inadequate safety equipment and weather conditions; and property damage or loss.

I understand that certain activities require a minimum level of fitness for safe participation. I warrant that the participant is in good health and has no physical condition that would prevent the participant from participating. I acknowledge that it is my responsibility to secure appropriate personal medical insurance and no such coverage is provided or implied by the University of West Florida.

I understand that the rules and regulation involved with this activity are designed for my safety and protection and I hereby undertake to abide by these rules and regulations. I understand that my failure to adhere to the rules and regulations involved with this activity may result in my being removed from this and other such activities presently and permanently.

In consideration of my participation, I agree to hold harmless, release and forever discharge the State of Florida, the Florida Board of Governors, the University of West Florida Board of Trustees, the University of West Florida, and all other sponsors and their respective officials, employees, agents, assigns, volunteers, and guests (hereinafter referred to as "Released Parties") from any and all liability resulting from the ordinary negligence of those involved, including Released Parties. I further save and hold harmless the Released Parties from any claim or lawsuit by me, my spouse, my family, estate, heirs, or assigns, arising out of my participation in the program offered or sponsored by the University of West Florida.

I expressly agree that this release and waiver is intended to be as broad and inclusive as permitted by the laws of Florida and that if any portion is held to be invalid, it is agreed that the balance of the agreement shall continue in full legal force and effect.

Finally, I hereby declare and represent that in making, executing and tendering this Statement of Assumption of Risk, Informed Consent and Release of Liability, I have read this statement, understand its contents and sign it of my own free will and choice.

In witness whereof, I have executed this document this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_.

\_\_\_\_\_  
Signature of Participant

\_\_\_\_\_  
Cell or Local Phone Number of Participant

\_\_\_\_\_  
Name of Emergency Contact

\_\_\_\_\_  
Telephone Number of Emergency Contact

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Signature of Witness

\_\_\_\_\_  
Printed Name of Witness

\_\_\_\_\_  
Printed Name of Witness

## BICYCLE RENTAL RULES and REGULATIONS

- Regular maintenance is required to keep the rental bike operating properly. Rental bikes are eligible for free checkups and maintenance at the campus bike shop. It is recommended that the bike be brought in every 2-3 weeks for routine maintenance to keep it in top operating condition.
- Renters are responsible for the proper care of the rental bike for the duration of the rental period. Any damage above and beyond normal wear and tear that occurs during the rental period is the responsibility of the renter, and repairs for excessive damages or abuse may be charged to the renter (Bike replacement, \$300; lock replacement, \$30, helmet replacement \$30).
- Rental bikes are road bikes only. Do not take your rental bike on the trails or off road. The Cycling Club has mountain bikes available for off-road riding.
- Bicycles are subject to all laws of the road. Please review the attached Florida Bicycle Laws.
- In the case that immediate assistance is required with a rental bike (i.e. chain falls off, flat tire, etc.) contact the Recreation Department Service Desk (850-474-2580) and a service call will be made to assist you as soon as possible.
- A high-quality lock is included with your rental bike. The bike MUST be properly locked (renters will be shown how) to a secure object when stored outside. If the bike is stolen, the renter is responsible for the replacement cost of the bike UNLESS it can be proven that the bike was properly locked at the time of theft. (the only way to steal a properly locked bike is to destroy the lock, the bike, or the object to which the bike is locked). In this case, the renter is not responsible for replacement costs, and the bike will either be replaced or a prorated rental charge will be applied in case a replacement is not available.
- Helmet use, while not mandatory, is highly recommended. Renters are responsible for purchasing their own helmet.

*I have read, understand, and agree to follow the rules and regulations listed above.*

\_\_\_\_\_  
Signature

*I have read, understand, and agree to follow the Florida Bicycle Laws.*

\_\_\_\_\_  
Signature

*I assume full responsibility for ALL equipment and will reimburse the University for equipment lost or damaged.*

\_\_\_\_\_  
Signature

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For Office Use

Out Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm Staff \_\_\_\_\_ Bike # \_\_\_\_\_

Out Date \_\_\_\_\_ Time \_\_\_\_\_ am/pm Staff \_\_\_\_\_

## Florida Bicycle Law

(Sections generally relevant to UWF Cycling are **bold**)

### 316.2065 Bicycle regulations.--

**(1) Every person propelling a vehicle by human power has all of the rights and all of the duties applicable to the driver of any other vehicle under this chapter, except as to special regulations in this chapter, and except as to provisions of this chapter which by their nature can have no application.**

(2) A person operating a bicycle may not ride other than upon or astride a permanent and regular seat attached thereto.

(3)(a) A bicycle may not be used to carry more persons at one time than the number for which it is designed or equipped, except that an adult rider may carry a child securely attached to his or her person in a backpack or sling.

(b) Except as provided in paragraph (a), a bicycle rider must carry any passenger who is a child under 4 years of age, or who weighs 40 pounds or less, in a seat or carrier that is designed to carry a child of that age or size and that secures and protects the child from the moving parts of the bicycle.

(c) A bicycle rider may not allow a passenger to remain in a child seat or carrier on a bicycle when the rider is not in immediate control of the bicycle.

(d) A bicycle rider or passenger who is under 16 years of age must wear a bicycle helmet that is properly fitted and is fastened securely upon the passenger's head by a strap, and that meets the standards of the American National Standards Institute (ANSI Z 90.4 Bicycle Helmet Standards), the standards of the Snell Memorial Foundation (1984 Standard for Protective Headgear for Use in Bicycling), or any other nationally recognized standards for bicycle helmets adopted by the department. As used in this subsection, the term "passenger" includes a child who is riding in a trailer or semitrailer attached to a bicycle.

(e) Law enforcement officers and school crossing guards may issue a bicycle safety brochure and a verbal warning to a bicycle rider or passenger who violates this subsection. A bicycle rider or passenger who violates this subsection may be issued a citation by a law enforcement officer and assessed a fine for a pedestrian violation, as provided in s. 318.18. The court shall dismiss the charge against a bicycle rider or passenger for a first violation of paragraph (d) upon proof of purchase of a bicycle helmet that complies with this subsection.

(4) No person riding upon any bicycle, coaster, roller skates, sled, or toy vehicle may attach the same or himself or herself to any vehicle upon a roadway. This subsection does not prohibit attaching a bicycle trailer or bicycle semitrailer to a bicycle if that trailer or semitrailer is commercially available and has been designed for such attachment.

**(5)(a) Any person operating a bicycle upon a roadway at less than the normal speed of traffic at the time and place and under the conditions then existing shall ride as close as practicable to the right-hand curb or edge of the roadway except under any of the following situations:**

**1. When overtaking and passing another bicycle or vehicle proceeding in the same direction.**

**2. When preparing for a left turn at an intersection or into a private road or driveway.**

**3. When reasonably necessary to avoid any condition, including, but not limited to, a fixed or moving object, parked or moving vehicle, bicycle, pedestrian, animal, surface hazard, or substandard-width lane, that makes it unsafe to continue along the right-hand curb or edge. For the purposes of this subsection, a "substandard-width lane" is a lane that is too narrow for a bicycle and another vehicle to travel safely side by side within the lane.**

(b) Any person operating a bicycle upon a one-way highway with two or more marked traffic lanes may ride as near the left-hand curb or edge of such roadway as practicable.

**(6) Persons riding bicycles upon a roadway may not ride more than two abreast except on paths or parts of roadways set aside for the exclusive use of bicycles. Persons riding two abreast may not impede traffic when traveling at less than the normal speed of traffic at the time and place and under the conditions then existing and shall ride within a single lane.**

(7) Any person operating a bicycle shall keep at least one hand upon the handlebars.

(8) Every bicycle in use between sunset and sunrise shall be equipped with a lamp on the front exhibiting a white light visible from a distance of at least 500 feet to the front and a lamp and reflector on the rear each exhibiting a red light visible from a distance of 600 feet to the rear. A bicycle or its rider may be equipped with lights or reflectors in addition to those required by this section.

(9) No parent of any minor child and no guardian of any minor ward may authorize or knowingly permit any such minor child or ward to violate any of the provisions of this section.

**(10) A person propelling a vehicle by human power upon and along a sidewalk, or across a roadway upon and along a crosswalk, has all the rights and duties applicable to a pedestrian under the same circumstances.**

**(11) A person propelling a bicycle upon and along a sidewalk, or across a roadway upon and along a crosswalk, shall yield the right-of-way to any pedestrian and shall give an audible signal before overtaking and passing such pedestrian.**

(12) No person upon roller skates, or riding in or by means of any coaster, toy vehicle, or similar device, may go upon any roadway except while crossing a street on a crosswalk; and, when so crossing, such person shall be granted all rights and shall be subject to all of the duties applicable to pedestrians.

(13) This section shall not apply upon any street while set aside as a play street authorized herein or as designated by state, county, or municipal authority.

(14) Every bicycle shall be equipped with a brake or brakes which will enable its rider to stop the bicycle within 25 feet from a speed of 10 miles per hour on dry, level, clean pavement.

(15) A person engaged in the business of selling bicycles at retail shall not sell any bicycle unless the bicycle has an identifying number permanently stamped or cast on its frame.

(16)(a) A person may not knowingly rent or lease any bicycle to be ridden by a child who is under the age of 16 years unless:

1. The child possesses a bicycle helmet; or
2. The lessor provides a bicycle helmet for the child to wear.

(b) A violation of this subsection is a nonmoving violation, punishable as provided in s. 318.18.

(17) The court may waive, reduce, or suspend payment of any fine imposed under subsection (3) or subsection (16) and may impose any other conditions on the waiver, reduction, or suspension. If the court finds that a person does not have sufficient funds to pay the fine, the court may require the performance of a specified number of hours of community service or attendance at a safety seminar.

(18) Notwithstanding s. 318.21, all proceeds collected pursuant to s. 318.18 for violations under paragraphs (3)(e) and (16)(b) shall be deposited into the State Transportation Trust Fund.

**(19) The failure of a person to wear a bicycle helmet or the failure of a parent or guardian to prevent a child from riding a bicycle without a bicycle helmet may not be considered evidence of negligence or contributory negligence.**

(20) Except as otherwise provided in this section, a violation of this section is a noncriminal traffic infraction, punishable as a pedestrian violation as provided in chapter 318. A law enforcement officer may issue traffic citations for a violation of subsection (3) or subsection (16) only if the violation occurs on a bicycle path or road, as defined in s. 334.03. However, they may not issue citations to persons on private property, except any part thereof which is open to the use of the public for purposes of vehicular traffic.