

RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT

Western Michigan University Office of Sustainability, Bike Resource Center (collectively, Bike Resource Center) provides repair services for personal bicycles of community members. The following terms and conditions govern any sales or services performed by the Bike Resource Center. **BY SIGNING THIS DOCUMENT, YOU ARE INDICATING THAT YOU HAVE READ THESE TERMS AND AGREE TO BE BOUND BY THEM. IF YOU DO NOT AGREE TO ALL OF THESE TERMS, DO NOT SIGN THE DOCUMENT OR USE ANY SERVICES.**

1. You certify that you are the owner of any bicycle that you have authorized the Bike Resource Center to service or repair.
2. You understand that the service or repairs performed by the Bike Resource Center may not be covered by any manufacturer warranties and may void the manufacturer warranties, if any, on your bicycle.
3. You are aware that the sport of cycling involves numerous risks of injury or death. You assume all risks and hazards involved with cycling and assume all personal liability in case of injury. In the event of any damages, accident or loss (including, without limitation, personal injury or death) while operating a bicycle, you hereby expressly waive any and all claims against the Bike Resource Center, and their directors, officers and employees.
4. You agree to release from any and all legal liability and agree not to sue or make a claim against the Bike Resource Center. You also agree to indemnify, defend and hold harmless the Bike Resource Center, and their directors, officers and employees from any and all claims and causes of action, liabilities, costs or losses for property damage or physical or mental injuries, relating to or in any manner connected with any sales or services performed by the Bike Resource Center. You agree that this release binds your spouse, heirs, legal representatives, and assigns.
5. If the Bike Resource Center is performing service or repair on your bicycle while it is parked on private or quasi-private property you also release and waive any claims against the owner of the private or quasi-private property, and owner's affiliates, partners, directors, officers, shareholders, employees and agents.
6. You understand that the Bike Resource Center makes no verbal or written warranties, whether express or implied, regarding the sales, services or any repairs it performs. **THE BIKE RESOURCE CENTER EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, EXPRESS OR IMPLIED INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SUBJECT TO AND EXCEPT AS EXPRESSLY PROVIDED IN ANY MANUFACTURER WARRANTIES, THE SALES AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT ANY WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED. NEITHER THE BIKE RESOURCE CENTER NOR ANY PERSON ASSOCIATED WITH THE BIKE**

RESOURCE CENTER MAKES ANY WARRANTY OR REPRESENTATION WITH RESPECT TO THE COMPLETENESS, SECURITY, RELIABILITY, QUALITY, ACCURACY OR AVAILABILITY OF ANY SALES OR SERVICES PERFORMED BY THE BIKE RESOURCE CENTER. THE FOREGOING DOES NOT AFFECT ANY WARRANTIES WHICH CANNOT BE EXCLUDED OR LIMITED UNDER APPLICABLE LAW.

7. EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY, THE BIKE RESOURCE CENTER SHALL NOT BE LIABLE FOR ANY LOSS (EVEN IF SUCH LOSS ARISES AS A DIRECT OR IMMEDIATE CONSEQUENCE OF THE EVENT THAT GENERATED THE DAMAGES), NOR FOR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER UNDER THESE TERMS OR OTHERWISE, EVEN IF THE BIKE RESOURCE CENTER HAS BEEN ADVISED OF, KNEW OR SHOULD HAVE KNOWN OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE, EXCEPT TO THE EXTENT THAT APPLICABLE LAW REQUIRES SUCH LIABILITY.
8. THE MAXIMUM LIABILITY OF THE BIKE RESOURCE CENTER ARISING OUT OF OR IN CONNECTION WITH THESE TERMS, WHETHER SUCH LIABILITY ARISES FROM A CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), OR ANY OTHER LEGAL THEORY, SHALL NOT UNDER ANY CIRCUMSTANCE EXCEED THE ACTUAL AMOUNT PAID BY YOU FOR THE PRODUCT OR SERVICE GIVING RISE TO THE LIABILITY.
9. These terms will be governed by and construed in accordance with the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule. Any legal claim, suit, action or proceeding arising out of these terms or the matters contemplated hereunder or the breach thereof, whether sounding in contract, tort or otherwise, shall likewise be governed by the laws of the State of Michigan without giving effect to any choice or conflict of law provision or rule and shall be instituted exclusively in the federal courts of the United States or the courts of the State of Michigan in each case located in Kalamazoo, MI. Each party irrevocably submits to the exclusive jurisdiction of such courts in any such suit, action or proceeding and waives any objection based on improper venue or forum non conveniens.
10. The agreement constitutes the sole and entire agreement between you and the Bike Resource Center with respect to the subject matter contained herein, and supersedes all prior and contemporaneous understandings, agreements, representations and warranties, both written and oral, with respect to such subject matter. These terms may only be amended, modified or supplemented by written agreement of both parties.
11. No waiver by any party of any of the provisions hereof shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in these terms, no failure to exercise, or delay in exercising, any right, remedy, power or privilege arising from these terms shall operate or be construed as a waiver thereof; nor shall any single or partial exercise of any right, remedy, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power or

privilege.

12. If a court of competent jurisdiction finds any provision of these terms to be illegal, unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these terms shall otherwise remain in full force and effect and enforceable, but shall not affect any other term or provision of these terms or invalidate or render unenforceable such term or provision in any other jurisdiction.

I have read and understand the terms of this authorization, and I have had an opportunity to ask questions about the Bike Resource Center's liability and the extent of my waiver and release of such liability. I hereby knowingly and voluntarily consent to the Bike Resource Center performing services on my bicycle. I represent that I am 18 years of age or older and am legally competent to authorize this release or that I am the parent or legal guardian of the individual who is under 18 and receiving services from the Bike Resource Center.

Name of Bicycle Owner or Legal Guardian

Signature

Date: