

INDIANA PACERS BIKESHARE TERMS AND CONDITIONS, RIDER'S RELEASE OF LIABILITY,
ASSUMPTION OF RISK, INDEMNITY AND HOLD HARMLESS.
Rider should CAREFULLY READ all terms and conditions before entering this Agreement.

1. Purpose of Agreement

This document constitutes the entire Agreement ("Agreement") between (a) Rider, the person agreeing to lease and use the bike ("Bike"), and (b) Indianapolis Cultural Trail, Inc. (ICT, Inc.) ("ICT, Inc.").

2. General Rental and Use of Bike: Agreements and Restrictions

2.1 Rider is sole user: ICT, Inc. expressly agrees to let, and the Rider expressly agrees to take on, rental of the Bike subject to the terms and conditions set out herein. ICT, Inc. and the Rider are the only parties to this Agreement. The Rider is the sole lessee and is solely responsible for compliance with all terms and conditions contained herein.

2.2 Rider is 18 or older: Rider represents and certifies to ICT, Inc. that Rider is at least 18 years old. If Rider intentionally or unintentionally misrepresents Rider's age, Rider accepts full responsibility and is liable for any consequence, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to any such intentional or unintentional misrepresentation.

2.3 Rider is a competent bike operator: Rider represents and certifies that he/she is physically fit to ride the Bike and also that Rider is familiar with the operation of the Bike, and is reasonably competent to ride the Bike.

2.4 Bike is exclusive property of ICT, Inc. : Rider agrees that the Bike and any equipment attached thereto, at all times, remains the exclusive property of ICT, Inc. . Rider will not make any type of modification to the Bike at any time.

2.5 Bike Operating Hours and Bike Availability: Rider agrees and acknowledges that the Bikes are available 5:30 a.m. to 12:00 a.m., 365 days a year. Bikes must be rented within the maximum rental time limits set forth in 2.6 below. Bikes are limited and Bike Stations may not have available Bikes for rental at all times. To check the availability of Bikes, please refer to the rental locations and Bike availability on www.pacersbikeshare.org.

2.6 Maximum Rental Time and Charges: The maximum rental time is 24 hours. Rider agrees that Rider will return the Bike to a designated ICT, Inc. bike station within no more than 24 hours from the time that rental of the Bike began. Rider may then rent again. Rider agrees that he/she is solely responsible for being aware of any elapsed time related to the timely return. Bike Rental Charges are \$8.00 for a 24 hour pass and \$80 for an annual membership. For bikes checked out between 31 and 60 minutes, a \$2.00 additional user fee will be charged. For each 30 minute period greater than 60 minutes, an additional user fee of \$4.00 per thirty minutes will be charged. The maximum day charge is \$75.00 and is based on a calendar day. Upon return of the Bike, the Rider will be charged the accumulated rental charges, or the maximum day charge; whichever is less. If the Bike is not returned within twenty four (24) hours, it will be considered stolen and Rider will be charged \$1500.00. Applicable local and state sales tax of 7.0% is included in rental charges.

2.7 Bike may be used and/or operated only in the City of Indianapolis and Marion County, Indiana. Rider agrees to only use, operate and/or ride the Bike in the City of Indianapolis and Marion County, Indiana. Rider will not, under any circumstances, remove the Bike from the City of Indianapolis and Marion County, Indiana.

2.8 Rider must follow rules of use and/or operation of Bike: Rider agrees to follow all laws pertaining to the use, riding and/or operation of the Bike, including all state and local laws and the rules and regulations pertaining to bicycles in the City of Indianapolis and State of Indiana.

2.9 Rider must not use, ride and /or operate Bike if impaired: Rider agrees that he/she will not, under any circumstances, use, ride and/or operate the Bike if he/she has consumed, ingested and/or used alcohol or drugs and/or has a blood concentration above the jurisdictional limit prescribed.

2.10 Bike is intended for only limited types of use: Rider agrees that he/she will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that he/she will not operate and/or use the Bike on unpaved roads, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that he/she will not use the Bike for hire or reward, nor use it in violation of any law, ordinance or regulation.

2.11 Rider's use of front carrier/basket is limited: Rider agrees that he/she will not fill the front carrier/basket with heavy items as they may create an unsafe condition and affect Rider's balance and steering control. Rider acknowledges that the front carrier/basket of the Bike is intended to carry light goods only, and will not carry additional people or animals in the basket or anywhere on the Bike.

2.12 Rider must report accident, stolen or lost Bike and/or B-cycle Membership Card: Rider agrees that he/she must immediately report to ICT, Inc. and the Indianapolis Metropolitan Police Department an accident, involving a Bike. Rider agrees that he/she will report a lost/stolen Pacers Bikeshare Member Card to ICT, Inc. Rider agrees that he/she is responsible and liable for any misuse, consequences, claims, demands, causes of action, losses, liabilities, damages, injuries, costs and expenses, penalties, attorney's fees, judgments, suits or disbursements of any kind or nature whatsoever related to a stolen or lost Bike and/or B-cycle Membership Card.

2.13 Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to ICT, Inc. in the same condition received, ordinary wear and tear expected. Rider agrees to ensure that the Bike is always locked and secured when unattended. Bikes may be equipped with wire locks; however, ICT, Inc. will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether Bike locks are used, broken or not properly functioning. Rider agrees to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike (Rider agrees to pay for any loss even though damage was caused by someone else). All repairs needed as a result of any such loss, destruction or damage will be performed at the normal labor rates. In the event the Bike is lost, destroyed or damaged beyond repair, regardless of fault or cause, Rider agrees to pay ICT, Inc. the full replacement value of the equipment.

3. Waiver and/or Limitation of Liability

3.1 For and in consideration of rental and use of the Bike, Rider specifically forever releases and relinquishes and discharges ICT, Inc., B-cycle, LLC, the City of Indianapolis, all Sponsors as well as owners of property upon or near which stations are located ("Released Parties") from any and all claims, liability, cause (s) of action and/or damage or wrongful death, injury to others and/or third parties, which arise out of, result from or relate to this Agreement; the rental, maintenance, design, use and/or operation of the Bike; the B-cycle program, and/or its website, including any and all claims, liability, cause(s) of action and/or damages related to the sole or partial negligence of Released Parties and/or the negligence of others. By this Agreement any such claims, rights, and causes of action that Rider (and Rider's legal guardian(s), if applicable) may have are hereby waived, released and relinquished, and Rider (and guardian(s), if applicable) does(do) so on behalf of Rider's heirs, executors, administrators and assigns.

3.2 Rider expressly agrees to indemnify, release and hold harmless Released Parties from all liability for any such property loss or damage, personal injury or loss of life, whether caused by the sole or partial negligence of ICT, Inc., the Released Parties and/or the negligence of others, whether based upon breach of contract, breach of warranty, active or passive negligence or any other legal theory, in consideration for using and/or operating the Bike.

3.3 Rider voluntarily agrees not to sue Released Parties, understands and recognizes that Rider will have no right to make a claim or file a lawsuit against Released Parties arising out of this Agreement, the rental, maintenance, design, use and/or operation of the Bike, the Indianapolis B-cycle program, Indiana Pacers Bikeshare and/or this website, in consideration for using and/or operating the Bike.

3.4 This Agreement is governed by the applicable laws of Indiana. If any provision of this Agreement is found to be unenforceable, all other provisions will be given full force and effect.

4. Acceptance of Agreement and Terms and Conditions by Rider: Rider expressly acknowledges that he/she has carefully read the entire Agreement, including the Terms and Conditions, and understands this Agreement, including, but not limited to, the Waiver and Liability, Assumption of Risk and Indemnification Provisions fully and expressly agrees to be bound by this Agreement. After careful deliberation, Rider voluntarily gives his/her consent and expressly agrees to all the conditions included in this Agreement as set forth above. Rider has read, understands and expressly agrees to the above Agreement and Terms and Conditions. This Agreement is effective April 3, 2014.