**METROBIKE 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 into 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) CAPITAL METROPOLITAN TRANSPORTATION AUTHORITY ("MetroBike").

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

2.1 Rider is sole user: MetroBike 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. MetroBike 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. Rider may not enter into this Agreement unless Rider is of legal age to form a binding contract with MetroBike OR Rider's parent or legal guardian has read and accepted this agreement on Rider's behalf.

2.2 Rider is 13 years or older: Rider represents and certifies to MetroBike that Rider is at least 13 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 the City of Austin: Rider agrees that the Bike and any equipment attached thereto, at all times, remain the exclusive property of the City of Austin. 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 24 hours/day, 7 days/week, 365 days/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 https://www.capmetro.org/ourservices/metrobike or the BCycle mobile app

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 MetroBike 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 they are solely responsible for being aware of any elapsed time related to the timely return. Except for the pay-per-minute pass, Bike Rental Charges in addition to any access or member fee per trip are: 0-60 minutes: NO CHARGE, each subsequent 30 minutes: $4 plus sales tax. The maximum day usage charge is $75.00 plus sales tax and is based on a 24-hour period from the start of the trip. Upon return of the Bike, the Rider may be charged the accumulated rental charges, or the maximum day charge; whichever is less. If the Bike is not returned within 48 hours, it will be considered stolen, and the Rider will be charged up to $1,200.00 plus sales tax for a standard bike and up to $2,760.00 plus sales tax for an e-bike, as permitted by law. Applicable local and state sales tax of 8.25% is included in rental charges.

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

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 AUSTIN. Riders under the age of 18 must wear a bicycle helmet while riding per the City of Austin helmet ordinance, Section 12-2-31.

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

2.10 Bike is intended for only limited types of use: Rider agrees that they will not use the Bike for racing, mountain bike riding, stunt or trick riding. Rider agrees that they will not operate and/or use the Bike on unpaved roads not designated for the use of bicycles or bicycles with pedal assist, through water, or in any location that is prohibited, illegal and/or a nuisance to others. Rider agrees that they will not use the Bike for hire or reward, including but not limited to delivery services, 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 they 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. Rider will comply with basket weight limits, if any, indicated on the front carrier/basket of the Bike.

2.12 Rider must report an accident, stolen or lost Bike: Rider agrees that they must immediately report to MetroBike and the AUSTIN Police Department an accident, involving a Bike or a stolen or lost Bike. Such report must be made within one hour of the incident occurring. Rider agrees that they are 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 damaged, stolen or lost Bike.

2.13 Rider must report lost MetroBike Member Card: Rider agrees that they will report a lost/stolen MetroBike Member Card to MetroBike. Rider agrees that they are 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 MetroBike Member Card. The cost of a replacement MetroBike Member Card is $10 per card.

2.14 Rider responsibility related to Bike use and damage: Rider agrees to return the Bike to MetroBike in the same condition received, ordinary wear and tear expected. At checkout, Rider is responsible for checking the Bike to ensure there is no damage to Bike and reporting any such damage to MetroBike via the posted customer service number or the BCycle mobile app. Rider agrees to ensure that the Bike is always locked and secured when unattended. Some bikes may be equipped with wire locks; however, MetroBike will not be responsible for any lost, stolen, destroyed and/or damaged Bike under any circumstances, regardless of whether Bike locks are used, broken, not properly functioning, or not installed. Rider may not use private or third-party locks to secure the Bike, and MetroBike reserves the right to cut any private or third-party lock used to secure the Bike. Rider will be charged a fee of $35 for staff time required to remove a private or third-party lock. Rider agrees to pay for any damage, including replacement parts, to and/or destruction or loss of the Bike not reported at initial checkout 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 MetroBike up to the full replacement value of the equipment.

2.15 Abandoned Bike: Rider agrees to securely dock Bike at a MetroBike bike station at the end of their trip. A Bike that is not returned at the end of the Rider's trip or is left unattended is considered an abandoned bike. Rider will be charged a fee of $25 per hour for staff time with a 1 hour minimum for an abandoned Bike recovered by MetroBike staff.

2.16 Riders shall abide by all applicable CapMetro rules and policies including but not limited to the CapMetro Code of Conduct for CapMetro transit services. Bikes are not permitted on other CapMetro transit services.

3. Waiver and/or Limitation of Liability

3.1 For and in consideration of rental and use of the Bike and to the greatest extent permitted by law, Rider specifically forever releases and relinquishes and discharges MetroBike, B-cycle, LLC, the City of AUSTIN, 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 MetroBike and B-cycle programs, and/or their 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 MetroBike, 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 MetroBike program, and/or this website, in consideration for using and/or operating the Bike.

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

3.5          CapMetro is a government entity organized under the laws of the State of Texas and is subject to the Texas Public Information Act (“TPIA”), Texas Government Code, Chapter 552 and must release information required to be released under the TPIA and regulations promulgated thereunder.

3.6          CapMetro does not waive or relinquish any sovereign immunity rights available to it by law except as otherwise stipulated by applicable laws.

4. Acceptance of Agreement and Terms and Conditions by Rider: Rider expressly acknowledges that they have 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 their 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 immediately.

This User Agreement was last updated August 14, 2023.