

**Seattle BIKE PORT Pioneer Square**  
**CONTRACT AND WAIVER**

I am purchasing a service plan for use of *Seattle BIKE PORT Pioneer Square*. This BIKE PORT facility is operated by the Bicycle Alliance of Washington ("Operator"). The *Seattle BIKE PORT Pioneer Square* facility requires an access card key between the hours of 5pm and 9am Monday thru Friday, on weekends, and holidays.

I recognize that if the Operator accepts my registration, the form and this agreement will become a binding contract (the "Contract"), and that the Operator's acceptance of my registration and subsequent activation of an access card key are subject to my payment of any applicable administration and user fees, and that access to *Seattle BIKE PORT Pioneer Square* is subject to verification of my credit card or deposit of my bank draft, if applicable. When using online registration, by my checking the box in the "I agree to the terms in the contract and waiver agreement", and at the facility, upon signing my registration, the Contract shall become effective as of such date.

**Fees**

I recognize that I will be responsible for paying administrative and user fees based on my service plan options, and any damages or insurance deductible, expenses, liens, and fines arising out of my use of the Operator's facility. During my active use of the facility, and with current administrative fee, I agree that this money will be a debt due and payable to the Operator and that I will adhere to the prescribed time schedule for payment.

**Waiver/Indemnification**

I, for myself, release the Operator, their agents, directors, officers, agents, and employees from any liability for the loss, damage or injury to myself or any person or property resulting from negligence, adjustment, selection and use of this equipment and/or the storing my personal possessions at *Seattle BIKE PORT Pioneer Square*. I understand the inherent risk involved in using this equipment, and accept the full responsibility for any and all such damage or injury that may result.

I understand that I should lock my bicycle while parking at *Seattle BIKE PORT Pioneer Square* and the parking spaces are not reserved. Therefore, all locks left on racks not securing bicycles will be removed by the Operator. All bikes are to be clearly identified using the label provided by the Operator.

Service plans are not transferable. I will not loan, sell, or give my access card key to anyone else. Lost or stolen access card keys must be reported to the Operator as soon as is possible. I will take all precaution to ensure that *Seattle BIKE PORT Pioneer Square* is securely locked every time I enter or exit outside of regular business hours.

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All registered users must use their access card keys as individuals anytime they enter the facility. I will not let any person unknown to me, or anyone intending to use the facility, enter with me using my access card key. I will be responsible for any loss, damage, or injury, from use of my access card key resulting from my negligence in allowing unauthorized access to the facility.

I accept the equipment for use “as is” and in good condition and accept full responsibility for careful use of equipment while in my use. I will be responsible for costs up to the retail price for equipment damaged, other than for reasonable wear and tear, which results from the normal use of the equipment.

The following are prohibited while using *Seattle BIKE PORT Pioneer Square*:

- Smoking
- Use of illegal drugs
- Consuming alcohol
- Carrying illegal firearms
- Engaging in any legal or illegal behavior that results in bodily injury, either from negligence or intentional causes

If any provision of this Contract is not enforceable, then the unenforceable provision will be considered deleted from the Contract and the remaining provisions of the Contract will continue to be in effect. Our mutual agreements set forth in this Contract are instead of a warranty, whether expressed or implied.

This contract is the complete agreement between the parties. No oral promises have been made or may be relied upon.

**Termination of Agreement**

Either party may terminate this agreement at any time, with or without cause, and without advance notice to either party. If the Operator terminates my service plan, I will be notified in writing at the address then shown on the Operator's records. If and at the time I terminate my service plan, I will be liable for all pending charges, including account balances and any damages, incurred as of the date I notify the Operator of my termination.

If Operator terminates the contract as a result of violation of waiver agreement, no refund will be given. All other refunds will be prorated from date of termination. Annual fees are not refundable.