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AUGUST 26, 2013

## **STUDENT RIDER PARENT/GUARDIAN BIKE FLEET PROGRAM PERMISSION FORM**

Greetings Parents & Guardians of City High School,

Through a generous grant from the Pima County Department of Transportation, City High School is excited to announce our fleet of 15 new mountain bikes is ready to roll!

Teachers and advisors are planning activities using the fleet and we invite all students to participate. **Parents must give written permission for their students who are comfortable riding safely with traffic to participate in the City High School Bike Fleet Program.**

**If you would like your student to participate, please read and sign the Voluntary Waiver, Release and Assumption of Risk Agreement (on reverse).**

**Students must read and sign the *Rules of the Road* (attached).**

For students who need more biking experience before riding in traffic, a free Bike Safety Training course will be offered after school on Monday, September 16<sup>th</sup>, 3:30-5:30pm. Other free courses will be offered throughout the semester.

### **BIKE FLEET GUIDELINES:**

- Each bike comes with an approved helmet, U-lock, pump and water bottle.
- Riders are required to wear a helmet and follow safety rules and traffic laws at all times. \_\_\_\_\_ (parent initials)
- Riders are supervised by adult staff riders during planned outings.
- Seniors may check out bikes for transportation to internships.
- Riders are responsible for proper care, use and storage of all biking equipment.
- Riders must agree to our ***Rules of Road*** attached).

**{Voluntary Waiver, Release and Assumption of Risk Agreement on reverse.}**

## **VOLUNTARY WAIVER, RELEASE AND ASSUMPTION OF RISK AGREEMENT**

### **PARENTS/GUARDIANS:**

I, \_\_\_\_\_ [Name of Parent, or Student, if over the age of 18], hereby acknowledge that I voluntarily desire to participate in the Bike Fleet Program (hereinafter, "BFP") of Tucson Small School Project, Inc., d.b.a. City High School (hereinafter "CHS"), and/or otherwise take part in the, educational, recreational or other activities and programs offered to me by, or located at, CHS at the premises, and/or any off site locations associated with particular events. These recreational or other activities include, without limitation, intramural sports, CHS events, program events, and extracurricular and other academic related activities (hereinafter, "Activities").

In consideration of CHS' consent to allow me to participate in the BFP or any or all Activities, I hereby knowingly, freely and voluntarily agree to waive, release and discharge any and all claims for damages for death, personal injury or property damage that may have, or that may subsequently accrue to me as a result of my participation in BFP or Activities offered, afforded, sponsored by, or located at CHS.

I understand that during my participation in BFP or Activities sponsored by CHS, I may encounter unforeseen and unknown hazards, dangers and risks that may result in bodily injury, death, and/or other hazards.

\_\_\_\_\_/\_\_\_\_\_ **INITIALS OF STUDENT & PARENT/GUARDIAN [if applicable]**

I voluntarily and freely, with full understanding that I may be exposing myself to danger, assume all risks in connection with my participation in BFP and Activities at or offered by CHS.

\_\_\_\_\_/\_\_\_\_\_ **INITIALS OF STUDENT & PARENT/GUARDIAN [if applicable]**

**I UNDERSTAND THAT THIS WAIVER, RELEASE AND INDEMNITY IS INTENDED TO WAIVE, RELEASE, DISCHARGE AND INDEMNIFY IN ADVANCE CHS AND ITS AFFILIATES, MEMBERS, MANAGERS, OFFICERS, EMPLOYEES, INSURERS, AGENTS, REPRESENTATIVES, SUCCESSORS AND ASSIGNS, FOR, FROM AND AGAINST ANY AND ALL LIABILITY TO ME ARISING FROM MY PARTICIPATION IN ANY AND ALL EXTRACURRICULAR, EDUCATIONAL, RECREATIONAL OR OTHER ACTIVITIES OR PROGRAMS OFFERED, AFFORDED, SPONSORED BY OR LOCATED AT CHS. SUCH LIABILITY INCLUDES BUT IS NOT LIMITED TO ANY DEMAND, RIGHT OR CAUSE OF ACTION OF ANY KIND OR NATURE WHATSOEVER, WHETHER BASED ON TORT, CONTRACT, WARRANTY, OR ANY OTHER THEORY OF RECOVERY, AT LAW OR INEQUITY, VESTED OR CONTINGENT, THAT I OR MY SPOUSE, FAMILY, PARENTS, CHILDREN, ESTATE, HEIRS, AGENTS, INSURERS, SUCCESSORS OR ASSIGNS MAY AT ANY TIME HAVE AS A RESULT OF MY PARTICIPATION IN EXTRACURRICULAR, EDUCATIONAL, RECREATIONAL OR OTHER ACTIVITIES OR PROGRAMS OFFERED, AFFORDED, SPONSORED BY OR LOCATED AT CHS. THIS ALSO INCLUDES, WITHOUT LIMITATION, ANY LIABILITY (INCLUDING CONSEQUENTIAL, INDIRECT, SPECIAL OR INCIDENTAL DAMAGES) ARISING FROM INJURY OR DAMAGE THAT I SUFFER OR CAUSE DURING MY PARTICIPATION IN EXTRACURRICULAR, EDUCATIONAL, RECREATIONAL OR OTHER ACTIVITIES OR PROGRAMS OFFERED, AFFORDED, SPONSORED BY OR LOCATED AT CHS.**

\_\_\_\_\_/\_\_\_\_\_ **INITIALS OF STUDENT & PARENT/GUARDIAN [if applicable]**

I have read, I understand and have signed the City High School Voluntary Waiver, Release and Assumption of Risk Agreement as well as the bike fleet guidelines, and will allow my student to participate in the City High School Bike Fleet Program.

\_\_\_\_\_  
(parent/guardian signature)

\_\_\_\_\_  
(print parent/guardian name)

# City High School Bike Fleet Program Student-Rider Agreement

## **RULES OF THE ROAD**

- ✓ SAFETY IS TOP PRIORITY.
- ✓ ALWAYS WEAR A HELMET. \_\_\_\_ (student initials)
- ✓ FOLLOW ALL VEHICULAR TRAFFIC LAWS. \_\_\_\_ (student initials)
- ✓ ALWAYS RIDE WITH THE FLOW OF TRAFFIC.
- ✓ USE HAND SIGNALS FOR TURNING AND STOPPING WHEN POSSIBLE.
- ✓ DISMOUNT FOR CROSSWALKS, SIDEWALKS AND UNDERPASSES.
- ✓ PEDESTRIANS HAVE THE RIGHT OF WAY.
- ✓ COMMUNICATE WITH OTHER RIDERS & MOTORISTS.
- ✓ BEWARE OF CROSSING TRAIN TRACKS. CROSS AT 60-90 DEGREES.
- ✓ ALWAYS USE THE U-LOCK TO SECURE THE BIKE, KEEP KEY SAFE.
- ✓ USE OF PERSONAL ELECTRONICS IS NOT ALLOWED WHILE ON A BIKE.
- ✓ DO NOT DEVIATE FROM PLANNED ROUTES WITHOUT PERMISSION.
- ✓ RETURN THE BIKE & EQUIPMENT IN THE CONDITION YOU FOUND IT.
- ✓ REPORT ANY CONDITION ISSUES WITH THE BIKE OR EQUIPMENT.
- ✓ BIKING WILL OCCUR DURING CLASS TIME, FOLLOW ALL EXISTING CLASSROOM POLICIES & SCHOOL RULES.

### **FOR STUDENTS RIDERS:**

**I have read and understand the *Rules of the Road* as well as the City High School Voluntary Waiver, Release and Assumption of Risk Agreement. I agree to follow these rules while using the City High School Bike Fleet. I feel confident in my biking abilities and have parent/guardian permission, if applicable.**

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(student rider signature)

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(print student rider name)