



P.O.B. 26 Rehovot Israel 76100 ת"ד 26 רחובות
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מכון ויצמן למדע
WEIZMANN INSTITUTE OF SCIENCE

מינהל מדענים אורחים ודו"ר
Visiting Scientists and Housing Directorate

WEIZMANN INSTITUTE OF SCIENCE BIKE SHARE PROGRAM RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, & INDEMNITY

I, _____ ("User"), am _____ at Weizmann Institute of Science ("Weizmann") and wish to participate in the Weizmann Institute of Science Bike Share Program ("Program"). Therefore, I, for myself and anyone on my behalf:

1. Accept and agree to abide by the Program's Terms of Use ("Program TOU") which are attached to this Release and Waiver of Liability, and constitute an integral part hereof. I further acknowledge that if I break these terms, Weizmann at its sole discretion may permanently ban me from participating in the Program. I may also be held responsible financially for any damages or losses incurred to Weizmann or any third party.
2. Fully understand that the bikes available for use by the Program ("Bikes") are provide "As Is", and that Weizmann makes no representations and gives no warranties and the use I make of the Bikes are at my sole risk and responsibility.
3. Fully understand the risks and dangers involved in bicycling which may be caused by my own actions, or inactions, the actions or inactions of others, the condition in which the biking takes place, etc.
4. Am 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.
5. Shall pay for any damage, including replacement parts, to and/or destruction or loss of the Bikes, even if 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 Bikes are lost, destroyed or damaged beyond repair, regardless of fault or cause, I shall pay Weizmann the full replacement value.
6. Hereby accept and assume all risks and all responsibility for damages, costs and losses I may incur as a result of my bicycling and for damages, costs and losses caused to third parties as a result of my bicycling ("Damages").
7. Hereby release, discharge and covenant not to sue Weizmann, its administrators, employees, directors, agents, officers, members, and volunteers, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the cycling takes place, (each considered one of the "Indemnified Parties") from all liability to Damages caused or alleged to be caused in whole or in part by the negligence of the "Indemnified Parties" and I further agree that if, despite this release and waiver of liability I, or anyone on my behalf, makes a claim against any of the Indemnified Parties, I will indemnify, save and hold harmless each of the Indemnified Parties from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I have read this document, fully understand its terms, and have signed it freely and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this document is held to be invalid the balance, notwithstanding, shall continue in full force and effect.

PRINTED NAME OF USER: _____

DATE: _____

SIGNATURE: _____



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1. A User participating in the Weizmann Institute of Science Bike Share Program must:
 - 1.1. Be at the age of 18 or older.
 - 1.2. Inspect Bikes before use, riding and/or operation and ensure its proper condition for use.
 - 1.3. Ensure Bikes are in proper working order before using the Bikes.
 - 1.4. Examine and test the Bikes' operating parts including but not limited to: brakes, lights, steering apparatus, tires, pedals and lock, before using/or operating the Bikes.
2. If inspection and initial testing of the Bikes indicates any defect, damage or failure to operate as a normal bicycle, the Bikes shall not be used and/or operated, and User will contact and notify the Visiting Scientists Office at visiting.scientist@weizmann.ac.il as soon as possible of any and all repairs that the Bikes may need.
3. The Program is responsible for repairing all the Bikes, therefore User shall not attempt to repair the Bikes. User will be liable for damages caused through an attempt to repair Bikes, and releases the Weizmann from all liability if any injuries occur during an attempt to repair the Bikes.
4. The Bikes and any equipment attached thereto is exclusive property of Weizmann, and remains the exclusive property of the Weizmann. User will not make any type of modification to the Bikes at any time. If through modifications by User the Bikes are damaged, User will bear the incurred costs.
5. User will use the Bikes while applying appropriate safety measures, and will follow all laws pertaining to the use, riding and/or operation of the Bikes. User acknowledges that Weizmann does not provide training regarding the use or operation of the Bikes.
6. Use of the Bikes out of Rehovot is prohibited.
7. Use of the Bikes for racing, mountain bike riding, stunt or trick riding is prohibited.
8. User will not allow any third party to use the Bikes, in any way whatsoever. Carrying any person or passengers on the Bikes is prohibited. User shall not add any kind of seat or modification to allow someone to ride on any part of the Bikes.
9. User must abide by the Bike Operating Hours and bicycle availability. Opening and closing times of the Program and due dates for return of Bikes are as detailed in the PROGRAM OPERATION TIMES & STATIONS - APPENDIX A below ("Appendix A") and are available online. Bikes must be returned by the due date as detailed in Appendix A ("Due Date") Bikes are limited and Bike Stations may not have available Bikes for loan at all times.
10. User must return Bikes to the bike station from which they took the bike by the Due Date. If User fails to return Bikes within one working day of the Due Date, Weizmann may charge User 100 shekels per day, or charge a fee for the replacement of the bike and/or key if the bike is not returned within five working days of the Due Date.
11. User must immediately report to the Visiting Scientists Office stolen or lost Bikes and/or key.



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12. User must return the Bikes and key to the Program in the same condition received, ordinary wear and tear expected. User must ensure that the Bikes are always locked and secured when unattended. Bikes come with a lock, and only this locking mechanism should be used. Weizmann will not be responsible for any lost, stolen, destroyed, and/or damaged Bikes under any circumstances, regardless of whether Bikes locks were used, broken and/or not properly functioning.
13. Weizmann shall have the right to revise, change, and modify the Program TOU at any time without prior written notification by posting the revised Program TOU on the Program site. It is the responsibility of the User to review and become familiar with any modification of the Program TOU. Use and/or operation of the Bikes by User following any modifications of the Program TOU constitutes acceptance of the Program TOU as modified.

I hereby give my consent and expressly agree to all the conditions included in this document as set forth above. By signing below, I confirm that I have read, understood and expressly agree to the above terms and conditions.

PRINTED NAME OF USER: _____

CELL PHONE #: _____ EMAIL: _____

STATUS AT WIS: _____

DEPT AT WIS: _____

DATE: _____ SIGNATURE: _____



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APPENDIX A

PROGRAM OPERATION TIMES & STATIONS

Check-in/out station: Visiting Scientists Office, Lunenfeld House

Operating Hours: Sun – Thur 08.00 – 12.00

Check-in/out station: Derech Yavne, 50

Operating Hours: Sun – Thur 08.00 – 09.00

- Bikes loan period is for one working day, unless noted otherwise below.
- Weekend & Holiday Use: Bikes checked out on Thursday will be due back the following Sunday. Bikes checked out prior to a holiday will be due back the first working day after the holiday.

FOR INTERNAL USE ONLY

Bike No	Checked out by:	Date out:	Date Due:	Checked in by:	Comments:
		___/___/___	___/___/___		

Comments regarding condition of bike at check-out: _____
