

Grand River CarShare

Bike-Share Membership Application

Up to two people may share one Bike-Share Membership (“membership”). Each membership shall be entitled to one vote.

I (we), _____ ,
_____ ,

hereby apply to become a Bike-Share Member (“member”) of Grand River CarShare (incorporated as The People's Car Co-operative Inc.).

Enclosed is my (our) membership loan (refundable) of \$_____ .

I (we) recognise that:

- if Grand River CarShare accepts this Bike-Share Membership Application (“application”), the terms of this application along with the terms of the Member’s Manual (“Manual”) and Grand River CarShare’s By-Laws (“By-Laws”) immediately constitute a binding contract;
- Grand River CarShare's acceptance of this application is subject to my (our) making the required minimum membership loan, as set out in the Manual;
- by making the minimum membership loan, I (we) am (are) now a member of Grand River CarShare.

I (we) have read and understood

- The By-Laws of Grand River CarShare,
- The Manual.

I (we) agree to observe and be bound by both the By-Laws and the Manual, including any amendments to either document. They form part of this contract. I (we) recognise that Grand River CarShare's Board of Directors may amend the Manual and the application and that members of Grand River CarShare may amend the By-Laws.

I (we) recognise that the Manual and the By-Laws state that as a member I (we) will be responsible for paying various fees, expenses, liens, fines and adhere to the prescribed timelines for their payment. I (we) agree that this money will be a debt due and payable by me (us) to Grand River CarShare and that Grand River CarShare will have a lien on my (our) membership loan to cover the full amount owing. Any amount due and payable can be set off against my (our) membership loan balance, and will only be restored once all debts have been paid.

I (we) recognise that I (we) am (are) not a representative, agent or employee of Grand River CarShare except to the extent Grand River CarShare's Board of Directors may from time to time expressly designate me (us) as a representative, agent or employee. I (we) also agree to indemnify Grand River CarShare for liability incurred to third parties as a result of my (our) actions as a representative, agent or employee, whether I (we) was (were) acting within or outside the scope of my (our) authority or apparent authority.

I (we) understand that if I (we) terminate my (our) membership, Grand River CarShare will refund my (our) membership loan within 90 days. Grand River CarShare will refund that portion of my (our) membership loan remaining after deductions for money owing to Grand River CarShare.

TERMS OF BIKE-SHARE MEMBERSHIP APPLICATION

1. Bicycle Condition

Neither Grand River CarShare, nor any sponsor, promoter, insurer, agent, volunteer, staff, officer, director, subsidiary, successor, or assign thereof (all of the foregoing being collectively referred to herein as the "Related Parties"), make any representation or warranty whatsoever as to the working condition and/or safety of any Grand River CarShare Bike-Share Network bicycle ("bicycle" or "bicycles") or Grand River CarShare Bike-Share Network equipment borrowed by me (us).

2. Availability

I (we) acknowledge that the availability of bicycles and equipment for use will depend upon the demand for bicycles at certain locations and times and that there may be occasions when all of the bicycles kept by Grand River CarShare at a particular "hub" location (i.e. bike rack) will be borrowed simultaneously. Grand River CarShare assumes no liability for the non-availability of bicycles.

3. Fees, Late Charges and Membership Cancellation

I (we) agree that if, for any reason whatsoever, any bicycle that I (we) have borrowed is not returned to its designated "hub" at or before the time at which it is due back, or is brought back to its designated "hub" in damaged condition, then, additional service charges may be levied against me (us) to cover the cost of the extended rental and/or any necessary service repairs to the bicycle and/or the equipment.

4. Bicycle Operation and Return

I (we) hereby agree to return any borrowed bicycle to its designated "hub" in the same condition in which it was picked up at the stipulated return time. I (we) agree to use any borrowed bicycle(s) only for the purposes of personal single person transportation and for no commercial or other purpose.

5. Member Warranty and Indemnity

By signing this Bike-Share Waiver I (we) am (are) warranting and representing that I (we) am (are) competent bicycle rider(s), that I (we) am (are) 18 years of age or older, that any bicycle borrowed will be operated at all times in accordance with all relevant laws, by-laws and regulations, and that I (we) will promptly pay all fines, levies, taxes or sanctions imposed in connection with the possession, use or operation of any borrowed bicycle. I (we) hereby agree on my (our) own behalf, and on behalf of my (our) heirs, executors, administrators, successors and assigns:

- a) to release and forever discharge each of the Related Parties from any action, cause of action, claims and demands whatsoever for damages which may result or be connected with the use or possession of any borrowed bicycle or as a result of any third party claims made in connection therewith;
- b) not to directly or indirectly aid or assist any third party in the prosecution of any claim;
- c) to defend in good faith, at my (our) own expense, any actions brought against any or all of the Related Parties in connection with this Bike-Share Waiver and/or my (our) use and operation of any bicycle; and
- d) not to make any claim, commence or maintain any action, or take any proceedings against

any person or corporation who might claim contribution or indemnity against any of the Related Parties.

BY SIGNING THIS BIKE-SHARE WAIVER, I (WE) ASSUME FULL RESPONSIBILITY AND LIABILITY FOR THE OPERATION AND USE OF ANY BICYCLE AND HEREBY RELEASE AND FOREVER DISCHARGE EACH OF THE RELATED PARTIES OF AND FROM ALL MANNER OF ACTIONS, CAUSES OF ACTION, SUITS, PROCEEDING, CLAIMS, DEMANDS, DAMAGES, SUMS OF MONEY OR LIABILITIES WHATSOEVER WHICH I (WE) MAY HAVE EVER HAD, NOW HAVE OR HEREAFTER CAN, SHALL OR MAY HAVE IN RELATION TO THIS BIKE-SHARE WAIVER AND MY (OUR) GRAND RIVER CARSHARE MEMBERSHIP AGREEMENT AND/OR MY (OUR) USE AND OPERATION OF ANY BICYCLE.

6. Accident Notification

I (we) am (are) required to notify Grand River CarShare immediately of any accident or damage occurring to or in connection with any bicycle or equipment while I (we) am (are) in possession of such bicycle or equipment by calling (519) 578-1895 (Grand River CarShare's office). In the event of an accident with another vehicle, however minor, I (we) am (are) required to contact the Police and obey their instructions. In addition to this I (we) am (are) required to provide the following information in writing to Grand River CarShare immediately:

- a) The name, address, telephone number and driver's license number of all persons involved in the accident, including witnesses;
- b) the license plate number of the vehicle;
- c) the name and address of the owner of the vehicle;
- d) the name and address of the driver's insurer and the insurance policy number;
- e) the name and badge number of the police officer(s) responding to the call; and
- f) a written summary of all events occurring before, during and after the accident or occurrence.

In the event of an emergency resulting from a collision I (we) must call Grand River CarShare's reservation line (519) 505-1895 and ask the reservation agent to contact Grand River CarShare staff immediately.

7. Non-transferability

This Bike-Share Waiver is not transferable without the express written consent of Grand River CarShare's Board of Directors.

8. Ownership

All right, title and interest in any borrowed bicycle or equipment remains with Grand River CarShare and nothing in this Bike-Share Waiver is to be taken as transferring to anyone proprietary interest in the bicycle or equipment. All incidents of theft, or suspected theft, will be reported to the Police.

9. Helmet Use

GRAND RIVER CARSHARE REQUIRES THAT I (WE) PROVIDE AND WEAR A HELMET WHENEVER RIDING A BICYCLE AND THAT I (WE) PROVIDE AND USE LIGHTS WHEN RIDING ANYTIME BETWEEN DUSK TO DAWN.

SAFETY ACKNOWLEDGMENT

I (WE) UNDERSTAND THAT RIDING A BICYCLE ANYWHERE CAN BE DANGEROUS AND THAT DOING SO COULD RESULT IN SERIOUS INJURY OR EVEN DEATH TO ME (US) OR TO OTHER PERSONS. I (WE) CONFIRM THAT I (WE) AM (ARE) COMPETENT BICYCLE RIDER(S), THAT I (WE) AM (ARE) EXPERIENCED AT RIDING A BICYCLE IN URBAN TRAFFIC CONDITIONS, THAT I (WE) AM (ARE) AWARE THAT A BICYCLE IS CONSIDERED A VEHICLE UNDER THE ONTARIO HIGHWAY TRAFFIC ACT, AND THAT I (WE) AM (ARE) AWARE OF, UNDERSTAND AND WILL OBEY ALL RELEVANT LAWS AND REGULATIONS. I (WE) HEREBY ASSUME COMPLETE RESPONSIBILITY FOR THE OPERATION OF ANY BORROWED GRAND RIVER CARSHARE BICYCLE AND/OR EQUIPMENT AND FOR ANY INJURY, HARM OR DAMAGE WHICH MAY RESULT THEREFROM.

TO BE COMPLETED BY ALL APPLICANTS

I (WE) HAVE READ AND UNDERSTOOD THE FOREGOING, AND AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Name _____

Date of birth
(proof required) _____

Phone (home) _____

Phone (work) _____

Address _____

Postal Code _____

E-mail address _____

Signature _____

Name _____

Date of birth
(proof required) _____

Phone (home) _____

Phone (work) _____

Address _____

Postal Code _____

E-mail address _____

Signature _____

Name(s) and personal information of the person(s) signing this application will be kept CONFIDENTIAL, in accordance with Grand River CarShare's Privacy Policy.

TO BE COMPLETED BY GRAND RIVER CARSHARE



Accepted by Grand River CarShare

Name of Board Member: _____

Signature: _____

Date: _____