

Membership Form



**The People's Pedal
Edmonton Bicycle
Sharing Society
PO Box 1819 Stn Main
Edmonton, AB T5J 2P2**

For Office Use Only	Membership #
	Issue Date:
	Fee Paid:
	Volunteer Hours:

Please print legibly

First Name:	Last Name:	Birth Date: / / dd mm yyyy
Telephone# Home: ()	Work: ()	Cell: ()
E-Mail:	Gender: M F Other	
Address:		
City:	Province:	Postal Code:
Credit Card #:	Driver's License #:	Other Contact:
Emergency Contact Name:	Telephone#: ()	

TERMS OF MEMBERSHIP

1. Bicycle Condition

Neither The People's Pedal, nor any sponsor, promoter, agent, volunteer, staff or director 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 bicycle or equipment borrowed by you.

2. Availability

You 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 working stock kept by The People's Pedal at a particular hub location will be borrowed simultaneously.

3. Fees, Late Charges and Membership Cancellation

You agree that if, for any reason whatsoever, any bicycle is not returned to The People's Pedal within 4 hours, or is brought back to The People's Pedal in damaged condition, then, additional charges may be levied by The People's Pedal against you to cover the cost of the extended rental and/or any necessary repairs to bicycle and/or the equipment. The People's Pedal reserves the right to unilaterally cancel your membership without refund or explanation.

4. Equipment Operation and Return

You hereby agree to return to The People's Pedal all borrowed bicycles in the same order and condition in which they were received. You agree to use any borrowed bicycle only for the purposes of personal transportation and for no commercial purpose.

5. Member Warranty

By signing this Membership Agreement you are warranting and representing that you are:

- a competent bicycle rider;
- that you 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 you will promptly pay all fines, levies, taxes or sanctions imposed in connection with the possession, use or operation of any borrowed People's Pedal bicycle.

6. Indemnity

In consideration of your being admitted as a People's Pedal Member, you hereby agree on your own behalf, and on behalf of your heirs, executors, administrators, successors and assigns: (a) to release and forever discharge each of the Related Parties from any action, cause of action, or claim 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 your own expense, any actions brought against any or all of the Related Parties in connection with his Membership Agreement and/or your use and operation of any People's Pedal bicycle.

TERMS OF MEMBERSHIP (continued)

7. Accident Notification

You are required to notify The People's Pedal immediately of any accident or damage occurring to or in connection with any The People's Pedal bicycles or equipment while you are in possession of such bicycles or equipment by calling (780) 439-8108. In the event of an accident with a motor vehicle, however minor, you are required to contact the Edmonton Police, stay at the scene of the accident until the Police arrive and instruct you to leave, and provide the following information in writing to The People's Pedal 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 make, model and year of the vehicle;
- (d) the vehicle identification number of the vehicle (located on the front dash board, beneath the windshield, on the driver's side);
- (e) the name and address of the owner of the vehicle;
- (f) the name and address of the driver's insurer and the insurance policy number;
- (g) the name and badge number of the police officer(s) responding to the call; and
- (h) a written summary of all events occurring before, during and after the accident or occurrence.
- (i) not to make any claim or take proceedings against any person or corporation who might claim contribution or indemnity against any of the Related Parties.

8. Non-transferability

This Membership is not transferable or assignable in any way. You, the Member, are the only person who can ride the bicycle borrowed.

9. Ownership

All right, title and interest in any borrowed bicycle or equipment remains with The People's Pedal and nothing in this Membership Agreement is to be taken as transferring to the Member any proprietary interest in the bicycle or equipment. All incidents of theft, or suspected theft, will be reported to the Police.

10. Terms

The parties agree that this Agreement contains the full and complete provisions of their contract.

11. Helmet Use

WE STRONGLY RECOMMEND THAT YOU WEAR A HELMET WHENEVER RIDING A BICYCLE.

SAFETY ACKNOWLEDGMENT

I, THE MEMBER, UNDERSTAND THAT RIDING A BICYCLE ANYWHERE IN THE CITY EDMONTON CAN BE DANGEROUS AND THAT DOING SO COULD RESULT IN SERIOUS INJURY OR EVEN DEATH TO ME OR TO OTHER PERSONS. I CONFIRM THAT I AM A COMPETENT BICYCLE RIDER, THAT I AM EXPERIENCED AT RIDING A BICYCLE IN URBAN TRAFFIC CONDITIONS, AND THAT I AM AWARE OF, UNDERSTAND AND WILL OBEY ALL RELEVANT LAWS AND REGULATIONS. I HEREBY ASSUME COMPLETE RESPONSIBILITY FOR THE OPERATION OF ANY BORROWED BICYCLE AND/OR EQUIPMENT AND FOR ANY INJURY, HARM OR DAMAGE WHICH MAY RESULT THEREFROM.

READ BEFORE SIGNING

BY SIGNING THIS MEMBERSHIP AGREEMENT, YOU AGREE THAT THE PEOPLE'S PEDAL, EDMONTON BICYCLE SHARING SOCIETY, WILL ONLY BE LIABLE FOR THE SUM OF \$5 FOR ANY INJURY TO PERSON OR PROPERTY ARISING BY ANY FAULT OF THE PEOPLE'S PEDAL, EDMONTON BICYCLE SHARING SOCIETY, IN TORT OR BREACH OF CONTRACT, INCLUDING NEGLIGENCE.

I am over the age of eighteen (18) and have read this Agreement in its entirety.

Member's Signature

Date

Witness Signature

Date