



Virginia Western Fitness Center Bicycle Loan Policy

Phone: 540-857-6195 (front desk) or 540-857-6690 (manager)

Fitness Center Hours:
Mon - Friday: 9:00 AM to 6:00 PM

Students, faculty, and staff who check out a bicycle must provide a current Virginia Western photo ID. The borrower will sign a form acknowledging that s/he has the bicycle and agrees to return it by the end of the loan period. Due to safety concerns bicycles may not be loaned during times of inclement weather. All parties who will be using the equipment must be present at the time of loan.

Loan Period: ALL equipment is due in **24 hours** from the time of Check-Out. **Exception for Weekend Loans:** A limited number of bikes are available for loan on Friday for the full weekend. Weekend loans must be returned by the **following Monday at 10AM**. Users who fail to return the equipment by the designated due date and time will be charged the daily late fee (See Late Returns Policy below). Upon return, another bike may not be checked out again until the **next business day**. **Equipment must be returned 15 minutes prior to closing time.** Exception to this policy will be when there is a college recognized weather closure, holiday or break. **STAFF INITIALS _____**

Late Returns: A late fee of **\$5 per day** will be charged if you fail to return the bicycle and equipment. Late fees begin on the day the equipment is initially late and will accrue every 24 hours until the equipment is returned. Additionally, failure to return the bicycle at the end of the loan period will result in the following sanctions:

- **First Offense** – Suspended from loan program for **ONE CALENDAR WEEK FROM THE RETURN DATE**
- **Second Offense** – Suspended from loan program for **ONE MONTH FROM THE RETURN DATE**
- **Third Offense** – Suspended from loan program **INDEFINITELY**

Failure to comply will result in Fitness Center ban and will cause us to place a Negative Service Indicator on your student records, which will have to be removed before you can register for classes, graduate, or get transcripts. If the bike is not returned to the Fitness Center, or repeatedly returned late, user also will be subject to disciplinary action through the Office of the Dean of Student Services and/or Campus Police. A person failing to return the bike within 30 days after expiration of the loan period shall be deemed guilty of the larceny. **STAFF INITIALS _____**

Equipment: Users will be provided with a helmet and bicycle lock. The helmet must be used at all times during use of bicycle. The replacement cost for a lost, destroyed, negligently **impaired helmet is up to \$25**. The lock and cord must be used any time you are out of sight of or are more than 20 feet from the bicycle. The replacement cost for a lost, destroyed, negligently **impaired lock and cord is up to \$20**. **STAFF INITIALS _____**

Replacement cost: The replacement cost for a lost, destroyed, and/or negligently **impaired bicycle is up to \$500**. Your failure to return the bicycle or pay for any charges will cause us to place a Negative Service Indicator on your student records, which will have to be removed before you can register for classes, graduate, or get transcripts. In addition, the college may turn the debt over to a collection agency or offset the debt against your state income tax refund. **STAFF INITIALS _____**

Please Read Carefully and initial where appropriate

- _____ Maximum seat height has been explained to me and I agree to replace and repair a bicycle damaged by exceeding the maximum seat height or any other action or neglect caused by my usage.
- _____ I understand that a bicycle is a vehicle and is subject to all vehicular laws, which I agree to abide by.
- _____ I will not loan the rented bike to another person.
- _____ I realize the importance of wearing a helmet. A helmet has been recommended to me by VWCC Fitness Center staff. If I do not wear a helmet I am doing so at my own will.
- _____ VWCC Fitness Center staff answered any questions I had.
- _____ I understand these bicycles do not have visibility enhancement equipment such as blinking lights or mirrors.

By signing below, I understand that I must inspect the bike and note any damages to Fitness Center Staff before accepting the bike. I have also read the above loan policy and agree to the terms.

Signature: _____ EMPLID: _____ Date: _____

VIRGINIA WESTERN

WE'LL TAKE YOU  THERE

Virginia Western Community College
3096 Colonial Ave. SW
Student Life Center S106, Roanoke, VA 24015
(540) 857-6570

FITNESS CENTER BICYCLE LOAN ASSUMPTION OF THE RISK FORM

I agree that as a user of the Bicycle Loan program at the Fitness Center at Virginia Western Community College during the period of **August 1st, 2023 to July 31st 2024**, I am responsible for my own behavior and well-being. I acknowledge that I have been informed of the general nature of the Fitness Center Bicycle Rental program, and I understand that it may involve risks to my personal safety.

Participation in the Fitness Center Bicycle Loan program may contribute to, or result in, the loss of or damage to, personal equipment and accidental injury, illness, or in extreme cases, personal trauma or death. Risks during participation in the Fitness Center Bicycle Loan program include, but are not limited to, getting hit and/or hurt by other participants using bicycles on/around campus, being struck and/or grazed by vehicles or pedestrians, getting cut and bruised, tearing ligaments, breaking bones, injury due to slips and falls, and experiencing head injury or trauma.

I understand that in the event of accident or injury personal judgment may be required by program personnel regarding what actions should or must be taken on my behalf. Nevertheless, I acknowledge that the Virginia Western personnel may not legally owe me a duty to take any action on my behalf. I also understand that it is my responsibility to secure personal health insurance in advance, if desired, and to take into account my personal health and physical condition.

I further agree to abide by any and all of Virginia Western rules applicable to the Fitness Center; and, I will take responsibility for abiding by specific requests made of me for my safety, the safety of others, or the welfare of any general interests concerning the Fitness Center. I understand that Virginia Western reserves the right to exclude my participation in the Fitness Center Bicycle Loan program if at any time my participation or behavior is deemed detrimental to the safety and welfare of others.

Therefore, in consideration for being permitted to participate in the Fitness Center Bicycle Loan program on my own initiative, I hereby agree that I am responsible for any resulting personal injury, damage to or loss of, my property which may occur as a result of my participation in this activity or arising out of my participation in this activity, unless any such personal injury, damage to or loss of my property is directly due to the negligence of Virginia Western. I understand that this Assumption of Risk form will remain in effect during my participation in the Fitness Center Bicycle Loan program, unless a specific revocation of this document is filed in writing with the Dean of Student Services or Fitness Center Manager, at which time my participation in the Fitness Center Bicycle Loan program will cease.

I acknowledge that I have read and fully understand this document. I further acknowledge that I am accepting these personal risks and conditions of my own free will. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS.

In case an emergency situation arises, please contact _____ at _____
Name Phone Number
and/or _____ at _____
Name Phone Number

I represent that I am 18 years of age or older and legally capable of entering into this agreement.

Participant's signature Print Name Date

Address _____

If participant is less than 18 years of age, the following section must be completed:

_____ My child/ward is under 18 years of age and I am hereby providing permission for him/her to participate in this and subsequent field trips and agree to be responsible for his/her behavior during this trip.

Child's name Parent's or guardian's signature Date