

ASSUMPTION OF RISK AND
LIABILITY DISCLAIMER

I, _____, wish to use the Tower Garage Bicycle Storage Facility ("Facility"), located in the basement of Tower Garage, for the storage of my bicycle and any related personal property (the "Property"). In consideration for my use of the Facility, I hereby agree to the following conditions:

1. I understand and agree that IU does not warrant the safety or security of the Facility.
2. I understand and agree that by storing Property at the Facility, I am not entrusting it to IU for safekeeping, and that this agreement does not create an obligation or a legal duty (such as a bailment) on the part of IU to secure and safeguard the Property while it is stored at the Facility.
3. I understand and agree that IU is not responsible for any damage to the Property (including damage caused by criminal activity) that occurs while the Property is stored at the Facility, or that otherwise results directly or indirectly from my use of the Facility.
4. I understand and agree that IU is not responsible for the loss of the Property (including loss caused by criminal activity such as theft) while the Property is stored at the Facility, or for any loss that otherwise results directly or indirectly from my use of the Facility.
5. I understand and agree that IU is not liable for personal injury, illness, or any other condition or effect (including an injury, illness, condition, or effect that is caused by criminal activity) that results directly or indirectly from my use of the Facility.
6. I understand and agree that IU does not provide insurance to cover damage to or loss of the Property, or to cover medical expenses for injuries, illness, or any other condition or effect I may sustain, and that IU strongly recommends that I carry my own health, medical, and property insurance.
7. **In acknowledgement of the foregoing, I hereby release and discharge, to the fullest extent permitted by law, the Trustees of Indiana University, including its current and former Trustees, officers, agents, employees, and individuals for whom it may be legally responsible (the "Released Parties") from any and all claims, damages, loss, cost, or expense and from any and all claims or causes of action that may be brought by me, including all liability for:**
 - a. **damage to or loss of personal property;**
 - b. **personal injury, illness, or other condition or effect; or**
 - c. **any other damages, loss, cost, or expense; whether caused by negligence of the Released Parties or otherwise, that may result directly or indirectly from my use of the Facility.**
8. I understand and agree that this Agreement shall be governed by and construed under the laws of Indiana. Notwithstanding any other agreement that I have signed that purports to establish the venue for any litigation arising from my use of the Facility, I agree that I will file no action against The Trustees of Indiana University or its officers, employees, and agents, whether based on this Agreement or in any way connected to my use of the Facility, in any court other than the Circuit Court of Monroe County, Indiana.
9. I have read this Agreement in its entirety, I fully understand it, and I agree to be bound by it. I represent and certify that my true age is at least 18 years old or, if I am under 18 years old on this date, that my parent or legal guardian has also signed the Agreement.

User Name (Print) _____

User Signature _____

Date _____

If User is under 18 years old, his/her parent or guardian must sign below.

Printed Name: _____

Parent/Guardian Signature: _____

Date: _____