



Chinook Cycling Club

Tri-Cities, WA

www.chinookcyclingclub.com

(Revised 1/2017)



CHINOOK CYCLING CLUB USER AGREEMENT FORM - FORD E-350 VAN AND/OR TRAILER

Terms:

The use of Chinook Cycling Club (herein referred to as the "Club") equipment is a privilege for use by Club members in good standing for cycling related events only. Club members interested in the use of this equipment shall contact the Chinook Board to reserve the equipment, not less than 7 days prior of intended use. In the event that multiple members request the equipment for use at the same event (and equipment cannot be shared), it is expected that all parties shall discuss the equipment use and decide who should use the equipment. In the event that an agreement cannot be made, a random drawing by a current Board member will occur to determine the use. There is no fee associated with the use of the van. Failure to comply with all rules may result in the potential denial of future use.

The driver of the van shall: be a current, active, dues paying, Club member (for 2 previous and consecutive calendar years or more), be 30 years of age or older, have a perfect driving record during the previous 5 years, hold a valid drivers license and personal vehicle insurance, be responsible for the van during the use and be able to safely operate the van in various driving conditions. The Driver shall ensure all occupants are current members of the Club. The driver shall ensure all occupants have a signed Club waiver on file with the Club. Drivers shall not be intoxicated during the use of the van. Open alcohol containers are not permitted while in operation. Off-road operation of the van is not permitted without prior written consent. Limit the maximum van speed to 70mph. All occupants shall wear seat belts when in operation. The van is insured for liability and medical purposes only. The van itself and your contents are not insured in any way. The Club is not responsible for the loss of personal contents in any way while using the van. Lock the van when parked. Lock the bikes (inside and out) when left unsupervised. Park the van in safe locations to the greatest extent possible to minimize damage to van and/or contents. The van is intended for group transportation to and from cycling related events. Camping (overnight sleeping, cooking, etc.) inside the van is not permitted.

The van is over 20 years old with over 200,000 miles. It is in very good condition. Major mechanical failure will not be the responsibility of the user, however, the users are expected to take all necessary precautions and steps to preserve the van condition and value. In the event that a user experiences mechanical problems that can result in severe or catastrophic damage they shall cease the use and/or service the van like they would with their personal vehicle. Any maintenance or repair work estimated to cost more than \$250 shall require Board approval prior to receiving service. Damage directly caused by the user(s) shall be repaired by the user(s) at the user(s) expense to the satisfaction of the Chinook Board. Users are to report any unusual operational characteristics (not requiring cease of use or immediate maintenance/repair during use) upon check-in. The van is powered by a diesel engine and uses diesel fuel (green handle at all fuel stations). In the event that gasoline is accidentally dispensed into the van tank, do not drive. Take necessary steps to have the tank drained and re-filled with diesel fuel.

The van is equipped 4 removable rear rows of seats. At the time of reservation (prior to check-out), indicate the preferred configuration to the Board member. A Yakima 4-place bike rack is available for use. The van is equipped with a 6 place roof bike rack (on loan by a Chinook member). Load bikes from the ground. Do not access, stand on or place any weight on the van roof when loading bikes on the roof bike rack.

Van Check-out:

The van will be checked-out to Club members in a clean condition, full of fuel and ready to use. Users are required to check tire air pressure prior to use. With a van of this type, tire condition is a primary safety concern. Keep tires inflated to 75 psi. The user shall take all necessary steps and precautions to protect the van from interior damage resulting from passenger use and bike transport to the greatest extent possible, such as mud/dirt, water, oil/grease, food soiling/smell, drink spills, etc. No animals/pets (dogs cats, etc.) are allowed in the van at any time.

Van Check-in:

The van will be checked-in to the Club Board in a clean condition, full of fuel and ready to use. General rule of thumb ... return the van in better condition than you received it. The user of the van shall check-in the van after completing the following actions: Return on the date agreed upon during check-out in condition as when it was checked-out. Fill the tank full with diesel fuel. Return the van in a cleaned (trash disposal, vacuumed interior, washed exterior when needed) condition. Report all unusual operational characteristics.

Waiver and Release:

In consideration of the acceptance of Chinook Cycling Club equipment rental, I hereby waive, release and discharge all claims for death, personal injury, or property damages which I may have or which may hereafter accrue to me as result of my use of club equipment. I agree to return club equipment per above described terms, will pay for the replacement of club equipment if not returned per rental terms and will pay for the repair or replacement if I damage the equipment if caused by the user. I realize that there are certain dangers inherent in the sport of cycling and/or the use of this equipment, and I assume the risk of injuries that may result from those dangers, including mortal and or serious bodily injury. This release is intended to discharge the Chinook Cycling Club, its Board and general membership, USA Cycling, the Club's sponsors and agents from and against any and all liability arising out of or connected in any way with my use of club rental equipment, even though that liability may arise out of the negligence or carelessness on the part of persons or entities mentioned above. This waiver and release shall be binding on my heirs and assigns.

Check-out Date: _____

Check-in Date: _____

Name (print): _____

Name (print): _____

Name (signature): _____

Name (signature): _____