



INFORMATION GUIDE



camden county
Making It Better, Together.

CAMDEN COUNTY BIKESHARE INFORMATION GUIDE

Prepared by:

Cross County Connection Transportation Management Association

On Behalf of the Camden County Board of Freeholders

May 2018

Cross County Connection Transportation Management Association was formally incorporated in 1989 through the efforts of a group of southern New Jersey business leaders, local government officials, and representatives from the New Jersey Department of Transportation (NJDOT) and New Jersey Transit Corporation (NJ TRANSIT) to address mobility issues in the region and reduce the number of vehicles on state and local roadways. Cross County Connection is a non-profit organization that partners with NJDOT, NJ TRANSIT, Federal Highway Administration (FHWA), Delaware Valley Regional Planning Commission (DRVPC), South Jersey Transportation Planning Organization (SJTPO), North Jersey Transportation Planning Authority (NJTPA), and its members to provide solutions to complex transportation problems for counties, municipalities, employers and commuters in Atlantic, Burlington, Camden, Cape May, Cumberland, Gloucester, and Salem Counties.

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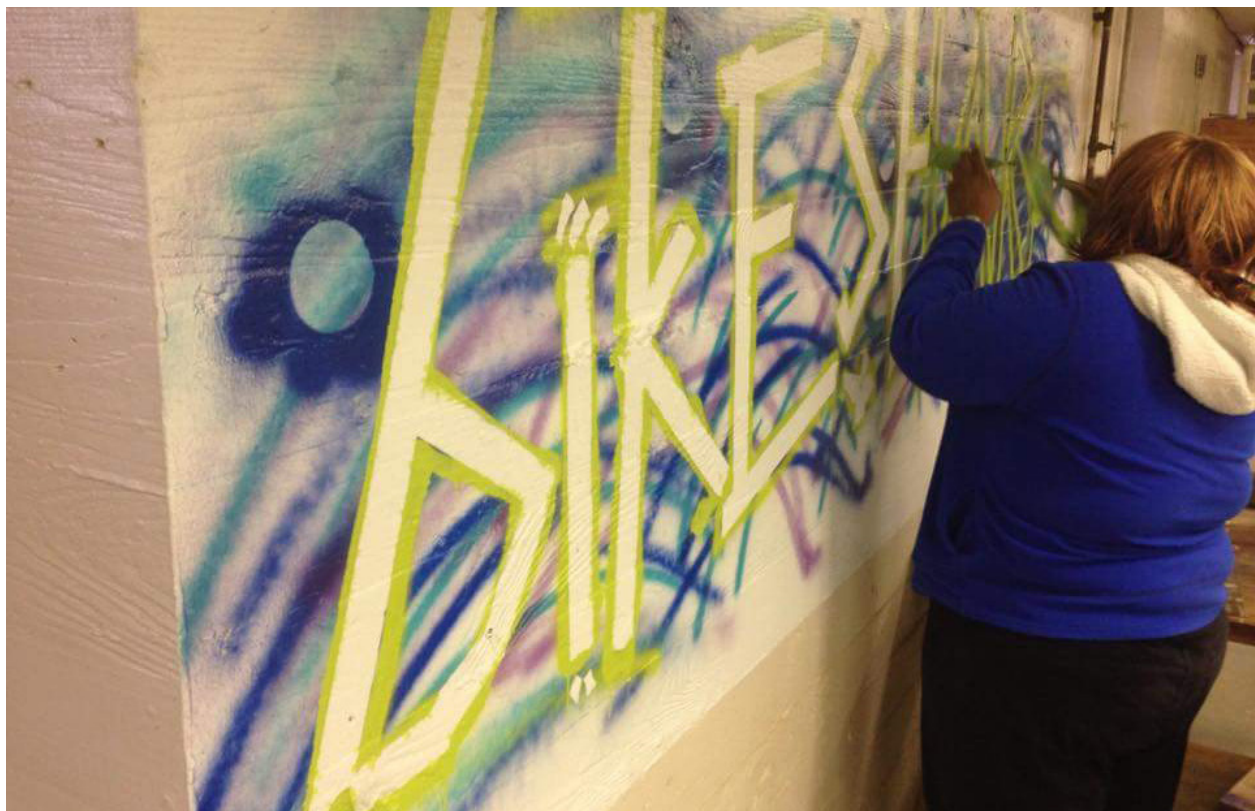
CAMDEN COUNTY BIKESHARE INFORMATION GUIDE

This guide is for communities interested in establishing their own branch of the Camden County BikeShare program. Camden County BikeShare uses volunteer mechanics to repair abandoned or unwanted bikes. The bikes are distributed to local partners throughout the County, which typically take the form of municipal or neighborhood bike libraries. The libraries lend used bicycles to members, much like books in a traditional library. Within the Camden County BikeShare program, partner libraries typically allow members to take the bike home with them for as long as they need. When they are finished using the bike, they simply return or exchange it for a different one.

This guide provides information on how the Camden County BikeShare program works and the considerations and initial steps required to establish your own bike library. This guide also provides templates to assist with preparing:

- Website content (Appendix A)
- A membership registration form and intake survey(Appendix A)
- A membership agreement and program policies (Appendix B)
- A liability waiver (Appendix C)
- A municipal resolution of support (Appendix D)

This information is primarily directed towards Camden County municipalities and neighborhood groups interested in establishing their own bike library in partnership with Camden County BikeShare. However, there may be opportunities for other entities that work with Camden County residents to partner with the program. Contact Camden County BikeShare at ccbikeshare@camdencounty.com and see how they can help!



WHAT IS CAMDEN COUNTY BIKESHARE

Camden County BikeShare is a network of community bike libraries. Camden County takes unwanted or abandoned bicycles and repairs and recycles them with the help of volunteers. The recycled bikes are distributed to community BikeShare libraries, where residents take them out to use as their own, sometimes for a nominal fee.

The BikeShare program is administered through Sustainable Camden County and the Camden County Division of Environmental Affairs. The program is primarily directed towards Camden County municipalities, but local neighborhood and community groups have also partnered with the County to distribute the recycled bikes.

WHAT IS THE GOAL?

The goal of the Camden County BikeShare program is to provide Camden County residents with access to a green and affordable means of transportation. The BikeShare program promotes the safe and responsible use of recycled bicycles for both recreation and transportation. It also encourages residents to use Camden County's expanding network of multi-use trails.



HOW DOES IT WORK?

Camden County BikeShare volunteers repair the bikes and supply them to participating local BikeShare libraries. Camden County BikeShare will also provide repair and safety training as needed to help get your local program off the ground. From there, each local BikeShare library is independently operated by community volunteers.

Local BikeShare libraries are free to establish their own policies, procedures and practices to accommodate the needs of their community. Some may lend the used bicycles to members for a small fee or deposit, while others may lend them for free. Some libraries may choose to define a lending period, while others may offer more open ended lending terms.

Based on practices of existing Camden County BikeShare libraries, members may typically borrow bikes for any desired length of time. Typically, they are free to take the bike home and use it as their own. It is up to the member to decide how long they want to keep it. They may only want the bike for just a short ride, or they may need a bike for the foreseeable future. All the library would ask is that the member continues to use the bike. When they are finished using the bike, they simply return it to make it available for other members. Members may also exchange the bike for another at any time. Maybe they want a mountain bike one week and a ten-speed the next? They are free to return the bike and take out a different one – just like books in a library!

WHERE DO THE BIKES COME FROM?

Bikes are donated by private citizens or by municipal governments that have unclaimed, lost, or stolen bikes in their possession. Salvageable bikes are repaired and reconditioned to be safe and reliable with the help of volunteer mechanics. The bikes Camden County receives vary in type, style and condition. Everything from the smallest children's bike to the sleek road racer are found in the BikeShare stock. Many bikes will show signs of wear and tear, but they are checked before being sent out to the local BikeShare libraries to ensure they provide a safe and comfortable ride.



WHERE CAN I FIND THE SPACE TO HOST A BIKE LIBRARY?

Often, this will be a “take what you can get” situation. The space needs to be large enough to store an assortment of bikes and be accessible to the public. Perhaps your municipality has an underutilized garage, shed, or basement? Most current BikeShare libraries had the benefit of an underused community space that is available for free. If there is no municipally owned space available, you could partner with local churches or community centers to find space. It is important to find a space that is willing to allow access at times when it is convenient for residents to visit the bike library. Sometimes this will be at times outside of typical business hours, including evenings and weekends.



WHAT ABOUT VOLUNTEERS?

You will need a few volunteers to staff the library – at least one or two volunteers per shift. Volunteers would need to be reliable enough to open the space and stay a few hours a week. Having a larger group of volunteers allows you to divide shifts amongst yourselves. Most libraries are open at least twice per week. Typically this entails a weeknight shift and one shift during the day on the weekend.

Ideally, at least one volunteer would have a basic knowledge of bike repair to perform simple tasks such as: fixing flat tires; tightening brakes; and adjusting handlebars. Camden County BikeShare will train volunteers on basic bike repair, if needed.



There are also volunteer opportunities that do not require any mechanical skills such as: facility maintenance; social media outreach; or possibly, website design and maintenance.

If you are not sure where to find volunteers, you could partner with:

- Local bicycle groups
- Environmental organizations
- Municipal Green Teams - citizens appointed by local governments to oversee sustainability initiatives
- Local high schools and technical schools - volunteering at a bike library could function as a project or internship for students in classes or clubs associated with community service, engineering or environmental issues

Camden County BikeShare gives you a head start with a dedicated crew of County volunteers repairing and supplying the bikes.

WHAT ARE TYPICAL PROGRAM POLICIES AND PROCEDURES?

Appendix B contains a draft membership agreement and policies. Some typical Camden County BikeShare bike library membership policies include:

- Participation is limited to residents of the municipality administering the program.
- Membership is open to adults 18+, however adult members may take out bikes for minors under their care.
- Per state law, all bicyclists 16 years of age or younger must wear a helmet. Accordingly, participants in the program 16 years of age or younger must have a helmet in order to take a bicycle from the library. A BikeShare library may purchase helmets to keep on hand for those who do not have one. Helmets can be relatively inexpensive when purchased in bulk. There are also small grant programs that could cover helmet costs.
- All participants will be asked to use a helmet, secure the bike with their own lock and follow bike safety guidelines and rules of the road.
- Members may take the bike home with them, or simply go for a short ride and return it when they are done.
- In order for the bikes to be in good working order, participants will be asked to bring the bike back to the library for repair or exchange, if any problems are noted. Bikes in need of repair can be returned to Camden County, or volunteers at the local BikeShare library can be trained by Camden County volunteers to conduct repairs on their own.
- Many BikeShare libraries require members to sign a Membership Agreement and Liability Waiver. (See Appendix C)
- Some programs charge a nominal fee. Fees can be used to cover costs associated with administering a BikeShare program. A fee may also create a sense of member ownership in the program and dissuade abuse of its privileges.

EVALUATING PROGRAM USAGE & PERFORMANCE

Camden County provides each bike an ID number to catalogue inventory and potentially track who is using the program. These ID numbers are entered into a membership database. Cross County Connection oversees the membership database with assistance the BikeShare libraries. To create the database, each new member will be asked to provide contact information and fill out a survey. (Draft text is included in Appendix A.) This survey can be conducted on-line or on paper, as long as the survey information is entered into the database. The local BikeShare library will share this information with Cross County Connection and Camden County. Information will be used to track the success of the program. It can also be used to track bikes if desired.

It is up to each local BikeShare library to determine if they want to limit the length of time a member may have a bike. They can also determine a system to collect these bikes when that period is up. Some BikeShare libraries are not concerned with setting term-limits, rather they are content to simply provide bikes for members to use as they wish with limited oversight.



LIABILITY/LEGAL CONCERNS?

Bike libraries typically require users to sign a liability waiver before taking a bicycle. Liability waivers do not guarantee a program cannot be sued for negligence, but they provide an opportunity to ensure the potential member is well informed of the nature of the program and the risks associated with bicycling. Liability waivers avoid situations where an individual can claim they were not aware of something. This information guide contains a template for a liability waiver in Appendix C. Liability waivers prepared for Camden County BikeShare libraries should be reviewed by a licensed attorney.

Camden County BikeShare also provides its BikeShare Safety Checklist forms to each library. A copy is found in Appendix E. The BikeShare volunteer would go over the checklist with the member each time a bike is taken out. The checklist provides a process that ensures the bike is in a safe and proper working order before it leaves the library.

Locally, Collingswood Bike Share, the program that inspired the Camden County BikeShare, requires its members to sign a waiver of liability and requests they wear a helmet, provide their own lock, and bring the bike in every two months for routine check-ups. It is anticipated that Camden County BikeShare libraries would follow similar procedures. Requiring the bike be returned periodically for a check-up puts the responsibility on the member to ensure bike is properly maintained and safe for operation after it leaves the library.

MARKETING AND PROMOTION

Marketing is important to spread the word about a bike library program and inform interested users of where and how they can get bikes. Marketing should also be directed towards building your team of volunteers. Marketing can take the form of direct outreach to the public or through local media. Some bike libraries associated with Camden County BikeShare have found it beneficial to create their own logo to create a distinctive brand for their bike library and use in marketing materials. Cross County Connection has dedicated marketing staff that can provide assistance and advice on marketing and promotional strategies.

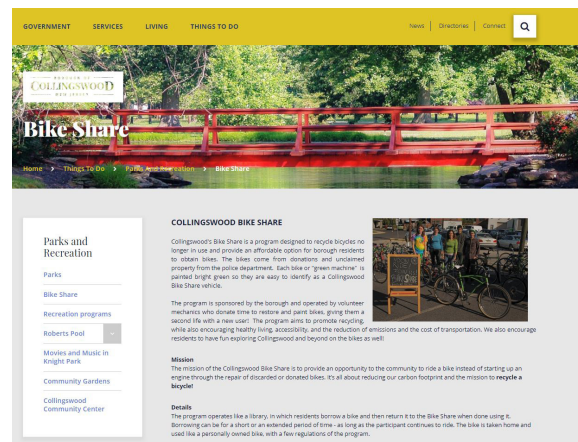
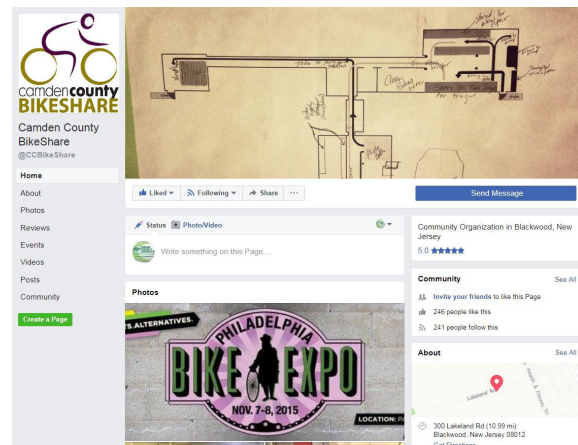
Social Media

Social media will often be the simplest and most effective means to attract users and volunteers. Each local branch of the Camden County BikeShare program should have their own social media accounts. Cross County Connection TMA can also use their social media accounts to share news and information regarding Camden County BikeShare bike libraries and any associated events and happenings.

Websites

Bike libraries could have their own website or municipal websites could have a page dedicated to their BikeShare library. The website should contain information regarding the bike library program, such as:

- Bike library location and hours
- Basic membership terms and conditions
- Information on how to sign up to become a member
- A brief on-line registration form and survey



Credit: Borough of Collingswood

As part of the Camden County BikeShare program, Cross County Connection conducts a survey of new members. The survey helps track who is using the program and plan associated programming. This survey could be included on the bike library website as part of the registration form. If the registration form and survey can not be hosted on-line, a paper form and survey should be completed at the bike library. Draft language for the website, registration form and survey is provided in Appendix A.

Print Materials

Print material could be developed to share with interested users. These materials could be a simple flier or postcard that can be distributed to bike shops, stores, municipal offices, libraries, police departments, and other popular locations. Print materials would entail additional costs for printing and design.

Participation in Community Events

Branches of the Camden County BikeShare program should consider participating in festivals and events. The BikeShare program is perfectly suited for events such as farmers markets, or those associated with the environment, health or active living. Periodic open houses can also be held, where BikeShare libraries open their facilities to the public and provide insight on how bikes are collected, repaired and distributed.

BUILDING A COMMUNITY THROUGH SUPPORTIVE PROGRAMMING

Developing supportive programming is an effective way to market your BikeShare bike library and build a culture of bicycling in your community. Programming is an effective tool to encourage



Credit: Cherry Hill Township Police Department

people to get out and bike, while providing useful skills that promote safe bicycling. Events can range from group rides, bike parades, open-street events and bike safety or repair classes.

The BikeShare program is a sensible platform to provide bicycle safety education. Education programming could be youth-centric or catered to adults based on your community's needs. Cross County Connection's popular Safe Routes to School program, dedicated towards promoting safe biking and walking for children in Grades K-8, can easily be tied into a bike library program. Cross County Connection has partnered with local police departments and the Camden County Division of Highway Traffic Safety to conduct bicycle rodeos, where children are provided safety instruction while riding their bike in a controlled safe environment. Many adults may not be familiar with basic safe riding practices and could benefit from classes as well. Local bicycle clubs may be a potential partner to provide these types of classes.

COSTS

Costs to the local Camden County BikeShare libraries are usually minimal. All that is required is the time and energy of a small dedicated group of volunteers. There may be costs associated with acquiring a space to act as the bike library, marketing materials, or purchase of bike tools for routine maintenance. A small membership fee can be established to recoup some of these costs.

INITIAL STEPS TO GET YOUR BIKE LIBRARY STARTED

1. Contact Camden County BikeShare at (856) 858-5241 or ccbikeshare@camdencounty.com regarding your interest in establishing a bike library in your community. You may also contact Cross County Connection at (856) 596-8228, if you have any questions regarding the contents of this information guide or would like more information on bike share and bike library programs.
2. Reach out to your municipal government regarding your interest in setting up a Camden County BikeShare library. If they are interested, Camden County BikeShare and Cross County Connection can set-up a meeting to provide information and start initial discussion on the details.
3. Identify potential spaces to host a bike library. If the facility is owned by an entity outside of local government, contact them to gauge their interest in participating in the Camden County BikeShare program.
4. Identify a dedicated group of volunteers. It may take just two or three volunteers to get a program going.
5. Review the contents of the information guide and prepare documents that meet the needs of your community. Cross County Connection can provide electronic copies of any form found in the appendices in Microsoft Word or Adobe PDF formats, if necessary.

FOR MORE INFORMATION CONTACT

Jack Sworaski

Camden County Division of Environmental
Affairs

(856) 858-5241

Jack.Sworaski@camdencounty.com

Patrick Farley

Cross County Connection TMA
(856) 596-8228

farley@driveless.com

Additional Resources

Camden County Division of Environmental Affairs also has a short brochure containing basic information on its BikeShare Program. This brochure provides a convenient means to share information on the Camden County BikeShare Program, as you work towards establishing your own bike library. Contact Jack Sworaski at (856) 858-5241 or at Jack.Sworaski@camdencounty.com to obtain copies of this brochure.



The Camden County BikeShare Information Brochure

Appendix A

Website Content and Survey

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Intended as Web Content. Insert municipal letterhead in case this document is used as paper registration form and survey on-site.

_____ Bike Library Program and Membership Information

About the Program

The _____ Bike Library Program operates as a community bike library. Volunteers repair used and unwanted bikes and make them available for _____ residents. Residents sign up to become members, allowing them to take out a bike from the _____ Library, located at _____. They may take the bike home with them, or simply go for a short ride and return it when they are done. This program provides residents with a fun, healthy, inexpensive and green form of transportation.

The _____ Bike Library, is operated in partnership with Sustainable Camden County’s BikeShare Program. Camden County takes unwanted or abandoned bicycles and repairs and recycles them, with the help of volunteers. The bikes are then given to participating communities. _____ is the latest community to participate in the County BikeShare program.

Cost

_____ for _____ residents

Location

Hours:

Contact:

Phone: _____
Email: _____

How it works

_____ residents simply need to fill out this on-line registration form and survey and visit the bike library, located at the address above. You will be provided with copies of the membership agreement and liability waiver for your review. Once you sign-up to be a _____ Bike Library member, volunteers will assist you with picking out a bike that works for you and/or your children.

Borrowing can be for a short or an extended period of time - as long as you continue to ride. You may take the bike home and use it as your own. When you are finished using the bike, you may return it, or exchange it for a different one. Just like books in a library!

There are a few terms and conditions of membership you should review in advance.

Basic Terms and Conditions of membership:

- Participants must bring identification or other proof of _____ residence.
- All adult participants, and the parent/legal guardian of participants under 18, must complete the on-line survey in advance of picking up a bike. This information helps us gauge the Bike Library’s impact in the community.
- Upon arriving to the Bike Library, you will be required to sign an agreement and liability waiver to participate in the program.
- Participants under 18 years of age will need a parent, or legal guardian, to complete the survey, membership form and waiver. The parent or guardian will be the Bike Library member and may borrow a bike on behalf of the minor(s). This will require the parent or legal guardian to accompany the minor to the Bike Library to obtain the bike. The parent/legal guardian may take out a bike as well!
- Per state law, all bicyclists under 17 years of age must wear a helmet. Accordingly, participants in the program 16 years of age or younger must have a helmet in order to take a bicycle from the library. (_____ does have a limited supply of helmets on-hand if your child does not have one.)
- All participants will be asked to use a helmet, secure the bike with their own lock and follow bike safety guidelines and rules of the road.
- In order for the bikes to be in good working order, participants will be asked to bring the bike to the _____ Bike Library for repair or exchange, if any problems are noted. If there is a problem with the bike, stop using it immediately and bring it back to the Bike Library as soon as possible. Contact the Bike Library at (###) ###-####, if you have any questions or need immediate assistance.
- Any bike borrowed from the _____ Bike Library, even those in good working order, may be exchanged for a different bike. You may exchange for a different bike as often as you like.
- Additionally, we ask that every bike be brought back to the Bike Library once every four months for a periodic checkup or exchange.

_____ Bike Library Membership Registration Form and Survey

Please take a few minutes to complete this brief survey. Cross County Connection Transportation Management Association will compile this information on behalf of _____ and Camden County. It will not be shared with anyone else. This information helps track the Bike Library’s benefits to the community and tailor associated programming and events to suit the needs of its members. More information on Cross County Connection can be found at www.driveless.com. If you have questions or concerns, feel free to contact Cross County Connection at (856) 596-8228.

Thank You!

{Providing at least contact information should be mandatory}

1. Your Name:

2. Your Address:

3. Email:

4. Phone: Mobile
 Home
 Work

5. Date of birth: ____/____/____

6. Your Gender:
 Female other _____
 Male

7. Which option(s) best describes you?
 Asian Native American
 Black or African American Native Hawaiian or Pacific Islander
 Hispanic, Latino, or Spanish Origin White
 Middle Eastern or North African Other race, ethnicity, or origin _____

8. What is your employment status?
 Employed full-time (30 or more hours per week) Unemployed Retired
 Employed part-time (less than 30 hours per week) Student

9. Do you own or have daily access to a motor vehicle?
 Yes No
If yes, how many motor vehicles are in your household? _____

10. Are you taking a bicycle from _____ Bike Library for yourself?
 Yes No

11. Are you a parent taking a bicycle from _____ Bike Library for your child/children?
 Yes No
If yes, how many bikes? _____
Age(s) of child/children? _____

12. Do you own or have daily access to a bicycle, other than the bike(s) you are taking from _____ Bike Library?
 Yes No

13. How would you describe yourself as a bicyclist? Check only one response that best applies to you.

- Inexperienced** – Never ridden a bicycle before or uncomfortable riding a bicycle. Need instruction and practice before attempting to bike on paths or quiet neighborhood streets.
- Some experience** – Comfortable riding on bicycle paths, separated from traffic, or very quiet residential streets with limited traffic.
- Moderately experienced** – Comfortable biking on a busy street equipped with bike lanes or mixing with a moderate volume of traffic on streets with low vehicle speeds.
- Very experienced** - Comfortable riding almost anywhere, including busy streets with fast moving traffic and no bike lane provided.
- Not applicable** – I am only taking out a bike(s) for my child.

14. How often do you anticipate using the bike(s)?

- Just for today
- A few times per month
- I will not be using the bike. It's for my child(ren)
- 1 day per week
- 2-3 days per week
- 4-5 days per week
- 6-7 days per week

15. If borrowing for a child, how often do you anticipate them using the bike(s)?

- I'm not borrowing a bike for a child
- 4-5 days per week
- 6-7 days per week
- Just for today
- A few times per month
- 1 day per week
- 2-3 days per week

16. How do you (and/or your child) intend to use the bike? Please check all that apply.

- Travel to work
- Travel to school
- Look for employment
- Run errands (shopping, dining, appointments, etc.)
- Recreation
- Exercise

This information will not be shared or sold to any party. However, as a condition of membership in the _____ Bike Library Program, we do request that you allow Cross County Connection TMA, on behalf of _____, to contact you periodically to check-in on how the program is working for you. Cross County Connection will collect information on topics such as: how you use the bike; ways the program can be improved; and if you, or your family, participate in any programming associated with the Bike Library. This information is important to us and helps us ensure we are operating a program that suits the needs of _____ residents. We will also use this information to contact you regarding any special events or programs that are being offered through the _____ Bike Library program.

- I agree to allow Cross County Connection to contact me from time to time regarding my experience participating in the _____ Bike Library Program.

Appendix B

Bike Library Membership Agreement and Policies

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[insert municipal letterhead]

_____ Bike Library
Membership Rules and Terms of Agreement

THIS IS A LEGAL AND BINDING AGREEMENT. MEMBERS SHOULD READ ALL TERMS AND BEFORE AGREEING TO ENTER INTO THIS AGREEMENT. BY ENTERING INTO THIS AGREEMENT, MEMBER IS PERMITTED TO USE BIKES PROVIDED BY _____ BIKE LIBRARY. MEMBER RELEASES AND WAIVES CERTAIN RIGHTS AND CLAIMS, AND ACCEPTS CERTAIN RESPONSIBILITIES.

1. PURPOSE OF AGREEMENT

This document constitutes the entire Agreement (“Agreement”) between the individual agreeing to be bound by the terms of this document (“Member”) and entitled to use a bike or bikes (“Bike”) pursuant thereto, and The (municipality/neighborhood group) (“BIKE LIBRARY”). For purposes of this Agreement, wherever “BIKE LIBRARY” is referred to below such definition shall include the (municipality/neighborhood group), its officials, employees, agents, volunteers, and any partners associated with the _____ Bike Library Program

2. GENERAL RULES AND TERMS OF AGREEMENT

- 2.1 Member certifies and guarantees that they are a resident of _____. Member must provide proof of residence.
- 2.2 Member agrees that BIKE LIBRARY is not responsible for the Bike’s manufacturing or design defects in quality of workmanship or materials inherent in any borrowed Bike. Member understands that the Bike is in a used condition and repaired by volunteer labor that may not have professional training in bicycle repair.
- 2.3 Member agrees that if any borrowed Bike appears unsafe or in a state of disrepair while in the possession of the Member, he or she shall immediately discontinue use of the bicycle. Member shall notify BIKE LIBRARY and return the bicycle during posted BIKE LIBRARY hours and request a different Bike.
- 2.4 Member agrees that if any borrowed Bike is damaged while in the possession of the Member, he or she shall immediately discontinue use of the bicycle. Member shall notify BIKE LIBRARY and return the bicycle during posted BIKE LIBRARY hours and request a different Bike.
- 2.5 Member agrees that if any borrowed Bike is lost or stolen, they shall immediately notify local police and the BIKE LIBRARY. Member may take out a new bike during posted BIKE LIBRARY hours.
- 2.6 Member understands that they may exchange any borrowed Bike for another from available BIKE LIBRARY stock for any reason. Member is free to replace the Bike during posted BIKE LIBRARY hours.
- 2.7 Members understand it is their responsibility to use a helmet, lights and other safety gear and devices to ensure the safest ride possible and that it is not the responsibility of BIKE LIBRARY to provide these materials. Member accepts full responsibility for any and all damages and consequences whatsoever resulting from their failure to utilize the appropriate bicycle safety gear and devices.
- 2.8 Members are responsible for properly securing the Bike and will have to procure their own lock. It is not BIKE LIBRARY’s responsibility to provide a lock.
- 2.9 Member certifies and guarantees that they are 18 years of age or older. If Member falsifies or misrepresents, unintentionally or intentionally, Member’s age, Member accepts full responsibility for any and all damages, demands, consequences, causes of action, losses, injuries, court and litigation

costs, attorney's fees, penalties, fines, legal actions of any kind, judgments, expenditures of any type or nature whatsoever related to such misrepresentations, and agrees that BIKE LIBRARY and any of its affiliates, officers, directors, employees, agents, contractors and representatives shall have no liability whatsoever with respect to the above.

- 2.10 Member represents and warrants that Member is experienced and familiar with and capable of safely and competently operating a bicycle, and further, that Member is physically and mentally fit to ride a bicycle. Member is solely responsible for any injury or damages resulting from improper or unsafe or otherwise negligent operation of the Bike. If Member has any existing physical or mental condition that would prohibit Member from safely operating a bicycle, he/she is prohibited from riding the Bike. If Member falsifies or misrepresents, unintentionally or intentionally, any matter referred to in this paragraph, Member accepts full responsibility for any and all damages and consequences whatsoever related to such misrepresentations, whether intentional or unintentional.
- 2.11 Members may take Bike(s) out for minors under 18 years of age if they are that minor's parent or legal guardian. Member represents and warrants that the minor in their custody is experienced and familiar with and capable of safely and competently operating a bicycle, and further, that the minor is physically and mentally fit to ride a bicycle. Member accepts full responsibility for any minors in their custody and is solely responsible for any injury, damages and consequences whatsoever resulting from improper or unsafe or otherwise negligent operation of the Bike.
- 2.12 Member is required to comply with all applicable local and state regulations, codes and laws that relate to the operation of a bicycle. Member certifies he/she has familiarized himself/herself with applicable New Jersey laws prior to riding or operating a bicycle. Members shall review a copy of these laws provided by BIKE LIBRARY. For further reference, these laws can be obtained from the State of New Jersey online at www.nj.gov/transportation/commuter/bike/regulations.shtm.
- 2.13 The Member understands that, under this program, a person who has not signed this agreement and waiver, or the minor they listed as their responsibility, is unauthorized to use the Bike.
- 2.14 Member may not sell or discard the Bike for any reason. If the bike is no longer needed, or not in a satisfactory or working condition, they must return it to BIKE LIBRARY.
- 2.15 If Member is found to be abusing BIKE LIBRARY membership privileges, BIKE LIBRARY may rescind lending privileges.
- 2.16 Requirement to acknowledge that no insurance is provided under this Agreement: Member expressly acknowledges and agrees that BIKE LIBRARY does not provide insurance of any kind covering the Member including but not limited to: property damage, liability, personal injury, injury to others, damages, penalties, fines, losses, and/or expenses of any kind whatsoever.
- 2.17 BIKE LIBRARY's failure to insist upon or enforce strict performance of any provision of this Agreement shall not be construed as a waiver of any provision or right. Neither the course of conduct between the parties nor trade practice shall act to modify any part of this Agreement. No waiver by BIKE LIBRARY shall be construed as a waiver of any proceeding or succeeding breach of any provision in this Agreement.

ACCEPTANCE OF BIKE LIBRARY MEMBERSHIP POLICY

I hereby certify that I, or the minor under my custody, is capable of using the Bike(s) I am borrowing. I, or the minor under my custody, will use the Bike(s) I am borrowing in a safe and proper manner. I affirm that the information that I have provided is current, true and correct. I further state that I have read and fully

understand the Membership Policy of the _____ Bike Library program, and I understand that failure to comply with any of these Policy rules may result in revocation of my borrowing privileges.

Signature

Date

Print Name

Address:

Phone #: (____) _____

Email: _____

TO BE COMPLETED BY BIKE LIBRARY STAFF/VOLUNTEER

Provide the Camden County Bike Share ID# for each bike borrowed:

Bike 1 ID# _____ Adult Child

Bike 2 ID# _____ Adult Child

Bike 3 ID# _____ Adult Child

Bike 4 ID# _____ Adult Child

Bike 5 ID# _____ Adult Child

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Appendix C

Liability Waiver

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[insert municipal letterhead]

INDEMNIFICATION AND HOLD HARMLESS AGREEMENT

On behalf of myself ("Member") and my heirs, successors and assigns, and in consideration of being permitted to borrow the bike or bikes ("Bike") from the _____ Bike Library Program ("BIKE LIBRARY"), agree to the following:

1. ASSUMPTION OF RISKS AND ACCEPTANCE OF RESPONSIBILITY

Member acknowledges, agrees and represents that I understand bicycling involves risks including bodily injury, partial or total disability, paralysis and death, and damages which may arise therefrom and that Member has full knowledge of said risks and dangers. Member understands that helmets are not provided, but are required for children under 17 years old and strongly recommended for adults. Member expressly understands that helmets, even when used, do not eliminate the risk of injury in the event of a crash. Member understands that the Bike is in a used condition and repaired by volunteer labor that may not have professional training in bicycle repair. Member freely and expressly assumes and accepts any risks and all injuries to the Member, Member's personal property, and any others injured or damaged as a result of the rental, maintenance, design, use and/or operation of the Bike. Member acknowledges, understands and agrees that all of the risk and dangers related to the rental, maintenance, design use and/or operation of the Bike, including those caused by the negligence of others, are included within the waiver, release and relinquishment of liability contained in this Agreement.

2. RELEASE, DISCHARGE, COVENANT NOT TO SUE, AGREE TO INDEMNIFY AND SAVE AND HOLD HARMLESS

In consideration for the use of a Bike and any other benefits described in this Agreement, Member on behalf of itself and those claiming by, through or under Member, and any person or entity that uses a Bike procured by Member (each, a "Member Related Person"), hereby agrees to release, indemnify, and hold harmless BIKE LIBRARY and its officials, employees, agents, volunteers, and partners from and against any and all claims, demands, suits, actions, recoveries, judgments and costs and expenses in connection therewith on account of the loss of life, property or injury or damage to the person, body or property of any person or persons whatsoever, including Member, which shall arise from or result directly or indirectly from the use of or possession of any and all Bikes that Member has borrowed from BIKE LIBRARY.

3. ARBITRATION

Member expressly agrees that any disputes between Member or any Member Related Person and BIKE LIBRARY whatsoever arising out of, resulting from, and/or relating to this Agreement, the rental, use and/or operation of the Bike, the BIKE LIBRARY program, BIKE LIBRARY activities and events, and/or the BIKE LIBRARY website, will be submitted to final and binding arbitration and such proceeding shall be held in Camden County and determined in accordance with the laws of the State of New Jersey.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature

Date

Print Name

BIKE LIBRARY Volunteer or Staff member

PARENT/LEGAL GUARDIAN BORROWING A BIKE(S) FOR A MINOR

I, in exchange for requesting the (municipality/neighborhood group) to permit the named minor to participate in the BIKE LIBRARY program, do represent, warrant and assure that I am the Legal Guardian and Responsible Adult for the minor. I understand the nature of bicycling activities and the minor’s experience and capabilities and further represent that the minor is qualified, in good health, and in proper physical condition to participate in such an activity. I expressly understand that the Bike is in a used condition and repaired by volunteer labor that may not have professional training in bicycle repair.

In exchange for allowing the minor to participate in the BIKE LIBRARY program, I hereby agree to indemnify and save and hold harmless BIKE LIBRARY and its officials, employees, agents, volunteers, and partners from all liability, claims, demands, losses or damages on the minor’s account caused or alleged to be caused in whole or in part by the negligence of BIKE LIBRARY and further agree that if, despite this release, I, the minor, or anyone on the minor’s behalf makes a claim against any of BIKE LIBRARY, I will indemnify, save and hold harmless BIKE LIBRARY and its officials, employees, agents, volunteers, and partners from any litigation expenses, attorney fees, loss liability, damage, or cost that may incur as the result of such claim.

To the extent I am the parent or legal guardian for such minor, I hereby release, discharge covenant not to sue, and/or to discontinue with prejudice any pending litigation, claims, or demands against BIKE LIBRARY and its officials, employees, agents, volunteers, and partners arising from or pertaining to the BIKE LIBRARY Program.

I HAVE READ THIS AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW AND AGREE THAT IF ANY PORTION OF THIS AGREEMENT IS HELD INVALID THE BALANCE, NOTWITHSTANDING, SHALL CONTINUE IN FULL FORCE AND EFFECT.

Signature

Date

Print Name

Age(s) of child(ren) borrowing bike

BIKE LIBRARY Volunteer or Staff member

Appendix D

Municipal Resolution of Support

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RESOLUTION TO ESTABLISH A BIKE LIBRARY IN PARTNERSHIP WITH THE CAMDEN COUNTY BIKESHARE PROGRAM IN THE _____ OF _____

WHEREAS, Sustainable Camden County and the Camden County Division of Environmental Affairs have created and currently administer the Camden County BikeShare Program, which takes unwanted or abandoned bicycles and repairs them to make them safe to use for County residents; and

WHEREAS, Camden County distributes these recycled bicycles to County residents, at a minimal cost, in the form of municipal bicycle libraries; and,

WHEREAS, bicycles provide a low-cost, enjoyable and environmentally friendly mode of transportation for residents of all ages; and

WHEREAS, expanding residents' access to bicycles offers opportunities to explore natural, cultural and historical sites, and visit local businesses, bringing health and economic benefits to residents and the local economy in the form of business revenues, reduced transportation costs, healthcare savings, and increased activity; and

WHEREAS, a dedicated group of volunteers has been identified to administer a bicycle library; and

WHEREAS, there exists appropriate space to operate a bicycle library program, at no additional cost to the municipality;

NOW, THEREFORE, BE IT RESOLVED, that the _____ and _____ of _____, hereby endorses the establishment of the _____ Bike Library, in partnership with the Camden County BikeShare Program to provide recycled bicycles to residents.

BE IT FURTHER RESOLVED, that the _____ of _____ has set aside space located at _____ for the use of the _____ Bike Library Program.

BE IT FURTHER RESOLVED, that a certified copy of this Resolution be forwarded to the Camden County Board of Freeholders.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the Corporate Seal of _____ on this date _____.

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Appendix E

BikeShare Safety Checklist

(Supplied to bike libraries by Camden County BikeShare)

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#0559



BikeShare Safety Checklist

This is to confirm that **BikeShare** bicycle number # _____ passed a safety inspection for the following on _____ :
(date)

- Front and rear reflectors are present
- Both front and rear hand brakes are in working order OR (if applicable), coaster brake is in working order
- Seat and seat post are tight and adjusted at proper height
- Handlebars are tight and properly aligned
- Tires are not cracked and are properly inflated
- Wheels are true with no spokes missing
- There are no visible cracks in bike frame
- I have been informed that a bicycle safety training class is available to me and, if applicable, I agree to have all members of my family 14 years old or younger attend the next available training class on _____.

A indicates agreement with the statement.

I understand that by signing this safety checklist, I am also releasing the County of Camden, and all of their agents, employees, and representatives, of any and all liability which might arise as a result of my participation in this program. This includes any and all claims of injury or death, as well as any claims for reimbursement for any associated costs of repair of this bicycle. By signing below, I understand and agree that I am releasing my right to pursue any claims against the County in connection with my receipt of this bicycle.

Member

BikeShare Representative

Signature _____

Signature _____

Print Name _____

Print Name _____