**DRC ELECTRIC SCOOTER APPLICATION**

Equipment #: \_\_\_\_\_\_\_\_\_\_ Deposit paid :\_\_\_\_\_

**For Office Use**

Date Checked Out: \_\_\_\_\_\_\_\_\_\_\_\_ Student’s Name: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Phone: (\_\_\_\_\_\_) \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Returned Condition**  Good Needs Repair

Person Checking Equipment In: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date Returned: \_\_\_\_\_\_\_\_\_\_\_

Foot Rests \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Seat \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Back \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Arm Rests \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Front Wheels \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Rear Wheels \_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_

Length of time needed: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Person Issuing Equipment: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Training Completed: \_\_\_\_\_\_\_

Students must leave a $50.00 deposit (to be returned when scooter and equipment is returned without damage). If leaving a deposit is a challenge, student should work with their access specialist to explore options/alternatives.

**I understand I am responsible for any damages or theft that occurs while I have the electric scooter assigned to me. I agree to pay for any damages to, or replacement of the electric scooter if it is damaged beyond repair. I hereby authorize my student account to be charged for the full amount of damages caused to the electric scooter. I fully understand that if anyone is hurt, including myself, or the electric scooter is damaged while I am engaged in this program, I irrevocably waive the right to file a claim or a lawsuit against the State of California, the Trustees of the California State University, California Polytechnic State University or the officers, agents or employees of each of them.**

**I have carefully read the Rules and Usage and the Rental Agreement and fully understand the contents.**

**I have had the opportunity to ask any questions that I may have**.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Deposit Returned on \_\_\_\_\_\_\_\_\_\_\_ by\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Electric Scooter Rental Agreement**

Name of Rider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Please Print)

**PLEASE READ CAREFULLY BEFORE SIGNING!**

In consideration of the right to use the electric scooter (Equipment), I acknowledge and agree that I have read, understand and hereby expressly agree to the following:

**A. Conditions and Representations**

All of the statements I made on the Application are true and correct. I have not made any misrepresentation to the Disability Resource Center regarding my need for, or ability to use the Equipment.

I accept the Equipment for use as is, and accept full responsibility for the care of the Equipment while it is in my possession. I am physically and mentally capable of operating the Equipment and I am familiar with how to operate it.

I will read and follow all instructions and signs. I agree that the Disability Resource Center may revoke my right to ride and prevent my use of the Equipment without refund for unsafe conduct and/or failure to obey the rules and usage instructions.

**B. Risk of Personal Injury**

I understand the risks of riding on an electric scooter are numerous and include, but are not limited to, the following: DEATH, PARALYSIS, HEAD INJURIES, BROKEN BONES, CUTS, SCRAPES, DAMAGE TO EQUIPMENT, AND DAMAGE TO AND/OR INJURY TO OTHERS; falling, loss of control; problems loading, unloading or riding; encountering trees, limbs, rocks, structures, ropes, barriers, and/or other man made or naturally occurring obstacles; encountering unpredictable terrain such as varying steepness, mud, holes, gravel, narrow trails, and/or lack of trails; negligence of other riders, pedestrians, bicycles, skateboarders, motorcycles, motor vehicles and carts.

**C. Risk of Loss/Damage to Equipment**

I agree that I assume sole responsibility for replacement or repair of any and all damage done to the Equipment due to my negligence, misuse, accidents, the negligence of other persons, or if lost, stolen or any other circumstances.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

I agree that I assume sole responsibility for the key that I have been issued. I understand that if this key is lost, stolen, misplaced, damaged, or broken, I will need to pay the replacement fee of $10.

**Rules and Usage of Electrical Scooter**

Name of Rider: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In consideration of the right to use the electrical scooter, I acknowledge that I have read, understand and hereby expressly agree to the following:

**During my use of the scooter,**

**I will:**

Operate the scooter on appropriate pedestrian pathways (e.g. sidewalks)

Operate the scooter in a safe manner, so as to not put myself or others in risk of injury

Cease using the scooter if I discover any malfunctions and immediately report the issue to the Disability Resource Center \*805-756-1395)

Activate the headlight at and after dusk

Use crosswalks

Ensure the battery has sufficient charge

Park in my classrooms and not leave outside buildings (consult with DRC staff if there’s a challenge)

Ensure the scooter is always in a secure area (e.g. locked up in DRC storage when not in use, or in

**I will NOT**:

Operate the scooter on roadways, grass or dirt areas

Operate the scooter faster than conditions allow

Cause or allow the scooter to come into contact with people or property

Obstruct walkways

Take the scooter off campus grounds/property

Drive or permit the scooter to be taken down any stairway

Leave the scooter unattended at any time

Allow others to drive my scooter or ride along

Operate the scooter under the influence (e.g. alcohol, prescription medication that causes drowsiness, etc.)

Use my cellphone (talk, text, listen to music) while driving

**Return** At the conclusion of my lending period, I agree to return the scooter and key to the Disability Resource Center office by the end of the business day.

I understand that my failure to observe any of the rules above will result in the loss of my deposit and revocation of my further right to use this program.

Signature: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**CALIFORNIA POLYTECHNIC STATE UNIVERSITY GENERAL RELEASE OF ALL CLAIMS**

In consideration of my participation in the voluntary, extracurricular activity described below, I hereby agree to assume all risk of any kind of injury or damage I may receive or sustain as a result of my participation, including property damage, bodily injury, personal injury or death. Accordingly, by signing below, I hereby completely release and hold harmless and forever discharge the State of California; the Trustees of the California State University; California Polytechnic State University; and each and every representative, employee, officer, volunteer, and agent of each of them, from liability or responsibility for any and all claims, damages, injuries, losses or causes of action that may result from or arise out of my participation in the described activities. I also understand and agree that this release shall be binding as against my heirs and assigns.

Voluntary Activity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Location: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Description of Activity: Use of Electric Scooter on Cal Poly campus.

Types of Risks Involved with the Activity: **Bodily injury, personal injury or death. Personal**

**property damage. Personal property loss.**

Participant Name (Please Print): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Participant Signature Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name of Parent or Legal Guardian (if under 18 years of age)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature of Parent or Legal Guardian Date

Electric Scooter Loan

California Polytechnic State University