## UBCO TRY AN E-BIKE PILOT PROGRAM



Participant Guide & Liability Policy



THE UNIVERSITY OF BRITISH COLUMBIA

Sustainable Transportation Campus Planning Okanagan Campus

# UBCO Try and E-Bike Pilot Participant Guide & Liability Policy

Last Updated: April 16<sup>th</sup>, 2025

#### **Pilot Program Information**

UBC Okanagan has partnered with **Mountain Lifestyle** to allow UBC staff and faculty to try an e-bike for free for an entire week. The program will run from mid-April to late-August for staff and faculty.

The free trial lasts for seven days and for 2025 there are up to 10 free trials available. Trials can be booked anytime between mid-April and the end of August, 2025.

#### ELIGIBILITY

All current UBC Okanagan Campus staff and faculty who are 19 years old or older at the time of participation are eligible for the free trial. **A credit card is required to be on file with Mountain Lifestyle during the trial in case of damage or theft.** 

#### REGISTRATION

Due to anticipated high demand and limited space (10 trials), registration will be conducted through a random lottery to ensure fairness and equal opportunity for all participants.

- **Registration Period:** Interested participants can register between April 1 and April 15, 2025.
- **Participant Selection:** From all eligible registrants, 10 participants will be randomly selected for the available spots in the program. All remaining participants will be placed in random order on a waitlist.
- **Notification:** Selected participants will be notified by email or phone by April 18, 2025 and given two weeks to confirm their spot in the program. If a selected participant does not confirm, the spot will be offered to the next person on the waitlist.
- **E-Bike Trial Booking:** Enrolled participants will have until the end of June to book their free trials. Trials may occur anytime between April and end of August, depending on availability. If a participant's trial has not been booked by end of June, the spot will be offered to the next person on the waitlist

#### **Participant Guide**

#### **E-BIKE PICKUP AND DROP-OFF**

Participants can choose whether to pick-up and drop-off the e-bike at the Mountain Lifestyle store or from the UBCO Campus. Bring your staff card or a piece of ID along with your program confirmation e-mail to pick up your e-bike. **Appointments are required for all pick up and drop off with Mountain Lifestyle**.

Your choice for drop-off or pick up:

- Mountain Lifestyle Store: 115 Highway 33, Kelowna BC during business hours only.
- **UBC Okanagan Campus**: University Way/UNC Short Term Parking Only on Tuesdays.

#### PERSONAL USE AND INSURANCE

The Try an E-Bike program is intended to provide UBCO employees an opportunity to try an ebike for commuting to and from campus. Participants shall only use the e-bikes for their own personal use and in their personal time (i.e. not associated with work related to UBC).

Participants must have their own appropriate insurance in place (home, tenant and health) in case of property damage or other legal liability associated with the risks, dangers and hazards associated with renting and riding an e-bike.

Participants must sign a Liability Waiver prior to their program registration being considered complete and booking their e-bike trial. The Liability Waiver can be found as Attachment A to this Guide.

#### **LIABILITY POLICY**

### In order to use a Mountain Lifestyle e-bike you must agree to this Liability Policy concerning theft/damage by submitting the form at the end.

Please read this document carefully. It outlines your responsibilities, liabilities and protocols to ensure the safety of your Mountain Lifestyle E-bike. This forms part of your Rental Agreement with Mountain Lifestyle as of March 24th, 2025.

#### **Reduced Liability Terms and Conditions**

#### As a UBCO Try An E-Bike Participant, You Must:

1. Always lock the e-bike securely to an immovable object (bike rack, lamp post etc.),

using all of the lock(s) provided by Mountain Lifestyle.

- 2. Park and lock the e-bike overnight in a secure, dry, indoor location.
- 3. Never leave the e-bike overnight on the street, front porch or backyard or other unsecured area. You must have secure, indoor overnight parking.
- 4. Remove the battery when leaving the e-bike locked.
- 5. Reporting to Mountain Lifestyle within 24 hours if your e-bike was stolen, if any of the keys for your e-bike's lock or battery have been lost or stolen, or if you have been in an accident or crash.
- 6. TREAT THE E-BIKE AS IF IT WERE YOUR OWN. Excessive wear-and-tear, damage, scratches, crash or accident damage, bent wheels or other damaged components, lost components, etc.. are all indicators of usage that is not "normal" and will result in fees and/or fines as per Mountain Lifestyles standard policies and procedures.

## Every time you lock the ebike,

- 1. YOU MUST take a clear photo which shows that the ebike is securely locked (as above). Every time.
- 2. If the bike is stolen, you will be required to provide this photo as proof the ebike was locked securely.
- 3. If you are unable to provide this photo, which shows the ebike securely locked at the location and time immediately prior to the theft, you will be required to take responsibility for the FULL PRICE OF THE EBIKE (and battery, if also missing).



If your e-bike is stolen, within 24 hours you must: alert Mountain Lifestyle (via call or text)

- Take photos of the scene and retrieve any lock parts (i.e. if something has been cut) and send all photos to: <u>mike@mountainlifestyle.ca</u>
- Provide Mountain Lifestyle with a photo showing the e-bike securely locked

immediately before the theft

- Report the e-bike stolen to the Kelowna RCMP, AND provide Mountain Lifestyle with any related Theft Report number or similar.
- If the theft took place on the UBCO Campus, file a theft report with Campus Security
- Failure to do any of the above within 24 hours may result, at Mountain Lifestyle's sole discretion, in the full value of the e-bike and/or battery(s) being charged to you on any of the cards on file in their system, plus any fees related to recovery.

#### **TRY AN E-BIKE RENTAL FAQ's**

#### What's the minimum age you have to be to rent an e-bike?

You must be at least 19 to rent an e-bike. For all bike rentals you must provide a valid Credit Card for a damage deposit.

#### What's included in the rental?

With each e-bike rental we provide a helmet, a bike lock, charger, and keys (both bike lock and battery).

#### **Rental Process:**

The participant will be required to sign a waiver before receiving the bike, in person, at the time of pick up/drop off. At the time of signing the waiver, the participant will be required to provide photo identification confirming that they are over 19 years of age. There will be a safety run through and training to use the e-bike once the waiver is signed.

#### Damage Deposit:

A damage deposit equal to the value of the rental period (\$200) will be charged to the participant's credit card.

#### Do you Deliver?

Mountain Lifestyle offers free drop-off or pick-up to the UBC Okanagan Campus for the UBCO Try-an-E-Bike Program. On-campus drop-off or pick-up must be arranged in advance and is only available on Tuesdays between 11am and 2pm.

#### How far can you go on a single charge?

The program e-bikes have an average range of 60km per charge.

#### What Happens with if the battery dies?

If the battery dies, the e-bike will simply work as a normal bike and you will still be able to get to your final destination. You will receive your e-bike with a full charge.

#### What is the Max Speed the Bike will Assist you to?

The e-bikes all have a max speed of 32km.

#### Do the bikes need to be locked up every time they're left unattended?

Yes, the e-bikes need to always be secured with the provided lock while unattended (see previous Reduced Liability Terms and Conditions section on how to properly lock and secure the e-bike).

#### What is your Bike Theft Policy?

Participants are financially responsible for rental bikes and equipment from the time its released to your custody till the time it's dropped off at the storefront or picked up at the arranged time and location. A Reduced Liability limit of \$500 per E-bike and \$250 per

removable battery is included in your rental – please see previous Liability Policy for terms and conditions.)

#### What if the Bike is damaged?

Participants are financially responsible for coverage of any damage beyond regular "wear and tear".

#### What happens if the bike gets a flat tire?

Please call 250-765-0167 or text 250-212-2639 and someone will come fix your bike or swap it out for a new one as soon as possible.

#### What's your Cancellation Policy?

All booking cancellations must be communicated via email to <u>store@mountainlifestyle.ca</u> within 48 hours of the booking reservation and re-bookings may be accommodated based on bike availability and remaining pilot program term. Cancellations made within 48 hours of the booking reservation may be subject to the participant's removal from the program.

#### **Cycling Resources**

More detailed <u>Cycling Resources</u> are available online for the UBC Okanagan Campus.

#### **Bike Map**

For Kelowna cycling routes and directions to UBC Okanagan, refer to the City's bike routes.

#### **Bike Racks and Lockers**

Bike racks are located outside most campus academic buildings and residences. Avoid parking in areas other than bike racks, as your bike could be removed without warning and at your own risk and expense.

Bike storage locker locations can be found on UBC Okanagan's online <u>campus map</u>.

- Lockers are available on a first come, first serve basis. You can find out more information about how to get access to a bike locker from the <u>UBC Okanagan Parking</u> <u>website</u>.
- One Bike Locker is available, upon request for Try an E-Bike Program Participants please contact <u>transportation.ok@ubc.ca</u> if you would like to arrange access to this locker during your trial.

#### **End-of-Trip Facilities**

Showers and change rooms are available in many campus buildings, with most offering public access. For facilities that require SALTO access (FOB), arrangements can be made by contacting <u>Campus Security</u>.

#### Attachment A – UBCO Try an E-Bike Liability Waiver

#### **RELEASE OF LIABILITY, WAIVER OF CLAIMS, ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

#### BY SIGNING THIS DOCUMENT YOU WILL WAIVE CERTAIN LEGAL RIGHTS. **INCLUDING THE RIGHT TO SUE IN THE EVENT OF INJURY**

PLEASE READ CAREFULLY

Initial

| Name of E-Bike Trial | Last Name: |       | First Name:   |
|----------------------|------------|-------|---------------|
| Participant:         |            |       |               |
| Mail Address:        |            | City: | Province      |
| Emergency Contact:   | Last Name: |       | First Name:   |
| Relationship to      |            |       | Phone Number: |
| Participant:         |            |       |               |

#### TO: THE UNIVERSITY OF BRITISH COLUMBIA - E-Bike Trial Participant

#### ACKNOWLEDGEMENT OF UNDERSTANDING AND ASSUMPTION OF RISKS

I acknowledge that this E-Bike is being used for my own personal use and in my personal time that is not associated with work related to UBC and that I am aware of, and freely accept all risks, dangers and hazards associated with the rental of this E-Bike while it is in operation and/or in storage and will not share the e-bike with any other party. I agree that I am in sound physical and mental condition to operate this e-bike, will follow all safety guidelines, instructions and laws. This includes staying away from animals, wearing an approved helmet and/or other protective equipment. I will at all times avoid improper use, recklessness or will not operate the ebike under the influence of any drug including alcohol, drugs or any substance that may impair my ability to safely operate the e-bike. These risks, hazards and dangers may include minor to fatal injury to myself or others as well as risk of loss or damage to the E-Bike itself while in use or storage.

I acknowledge and freely accept that all risks include and are not limited to:

- Minor to severe injuries, paralysis, disability, or death, illness, damage, loss, claim, liability, or expense of any kind from use of the E-Bike and/or any of its parts or pieces and well as from other third parties that may interfere with your bike operation including accidental or intentional collision with pedestrians, vehicles, other cyclists, obstacles, animals;
- Physical strain, overexertion, or other injuries related to the operation of the e-bike that can include all medical conditions including heart or stroke;
- Uneven off-or on road conditions including conditions that may increase the risk of use including sand or gravel on any operating surface:
- Mechanical failure or malfunction of the e-bike during operation;
- Adverse weather conditions affecting the e-bike's performance and stability:
- ("Claims") that I may experience or incur in connection with this E-Bike rental, including all liabilities, claims, actions, damages, costs or expenses of any kind arising out of or relating to participation are my own personal responsibility including costs for stolen or damaged E-bikes;
  - \$500 per e-bike You'll pay this if you locked the bike properly as per the UBCO Try an E-Bike Program Liability 0 Policy, took a photo to prove it, AND have contracted our Reduced Liability option.
  - \$250 per lockable removal battery You are always responsible for any removable batteries which were left on 0 the bike when it was stolen, above any beyond these Liability Limits, so always remove the batteries when you leave the bike locked up.
  - Any other costs associated with "non-normal" wear and tear and/or damaged/lost part(s) of the e-bike as outlined
- in Mountain Lifestyles Rental Agreement and Liability Policy. Risk of contagious disease (including but not limited to, COVID-19), slip and fall, negligence of other participants; and NEGLIGENCE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR ITS EMPLOYEES INCLUDING THE FAILURE ON THE PART OF THE UNIVERSITY OF BRITISH COLUMBIA OR ITS EMPLOYEES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE. I am also aware that the risks, dangers and hazards referred to above exist within a variety of facilities whether on campus or off campus, including but not limited to: roadways, parking areas, hallways, stairs, elevators, washrooms, fields, campus buildings and other facilities.

I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH PARTICIPATING IN the UBCO'S TRY AN E-BIKE PROGRAM AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. I am also aware that the University of British Columbia does not carry accident or medical or dental insurance on my behalf.

I acknowledge that I have appropriate health insurance in place as well as home or tenant insurance in case property damage and/or legal liability. I will report any potential claim to my own insurer as well as the University of British Columbia.

I acknowledge and agree that the e-bike will not be used or operated in a test, race, contest or in any location that operation would be illegal or a nuisance to others. I will not at anytime permit anyone under the age of 19 to use this e-bike.

**RELEASE OF LIABILITY, WAIVER OF CLAIMS** In consideration of the University of British Columbia allowing me to participate in the UBCO's Try an E-bike Program and permitting my use of its equipment, structures and other facilities, and for good and valuable consideration, the receipt and sufficiency of which is acknowledged, I hereby agree as follows:

- 1. TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against THE UNIVERSITY OF BRITISH COLUMBIA, its Board of Governors, directors, officers, employees, agents and representatives, (all of whom are hereinafter collectively referred to as "THE RELEASEES") and TO RELEASE THE RELEASEES from any and all liability for any loss, damage, expense or injury including death that I may suffer, or that my next of kin may suffer, resulting from my use of [insert name of facility] and/or participating in any [insert name of program or event] DUE TO ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE, INCLUDING ANY DUTY OF CARE OWED UNDER THE OCCUPIERS LIABILITY ACT, R.S.B.C. 1996, c. 337, ON THE PART OF THE RELEASEES, AND ALSO INCLUDING THE FAILURE ON THE PART OF THE RELEASES TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS REFERRED TO ABOVE;
- 2. This Agreement and any rights, duties and obligations as between the parties to this Agreement shall be governed by and interpreted solely in accordance with the laws of the Province of British Columbia and no other jurisdiction; and
- 3. Any litigation involving the parties to this Agreement shall be brought solely within the Province of British Columbia and shall be within the exclusive jurisdiction of the Courts of the Province of British Columbia.

In entering into this Agreement I am not relying upon any oral or written representations or statements made by the Releasees with respect to the safety of the UBC Okanagan Campus and any other private and / or public roads or infrastructure in which Ebikes may travel or the UBCO Try an E-Bike Program other than what is set forth in this Agreement.

I HAVE READ AND UNDERSTAND THIS AGREEMENT AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

Signature of E-Bike Trial Participant

Please print name clearly

Your personal information is collected under the authority of section 26(c) of the Freedom of Information and Protection of Privacy Act (FIPPA). This information will be used for the purpose of documentation and the release of liability, waiver of claims, and assumptions of risk of participation. Questions about the collection of the information may be directed to transportation.ok@ubc.ca.

#### Attachment B – UBCO Try an E-Bike Reduced Liability Replacement Costs

#### **Reduced Liability Replacement Costs**

E-Bike Costs:

- \$500 Standard Theft Protection (including GST) for a stolen E-Bike
  - This cost only applies when a photo of the E-Bike locked securely immediately before theft/issue is provided and all keys are returned.

Additional Costs:

- \$250 for battery
- \$75 for charger
- \$75 per key

(please see Mountain Lifestyle website for full list of additional costs)

I, \_\_\_\_\_\_[Full Name],

understand that I have read and understood the above Reduced Liability Terms and Conditions information related to theft of a Mountain Lifestyle E-bike and that I agree to the above Replacement Costs for a stolen e-bike and lost/stolen related accessories.

Signed this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 20\_\_\_\_\_

Signature of E-Bike Trial Participant