



QUICK FIX \$15 PREMIUM \$55 PRO \$200

COMMUNITY CYCLING CENTER DIY WORKSHOP MEMBERSHIP AGREEMENT

1. **Definitions.** The following terms will have the stated meanings for purposes of this Agreement:
 - a. **Member.** “Member” means the person(s) referenced above, unless otherwise specified.
 - b. **The Building.** The “Building” means the real property located at 1700, 1710 and 1714 NE Alberta Street, Portland, Oregon, owned and operated by the Community Cycling Center (the CCC).
 - c. **DIY Workshop Space.** “DIY Workshop Space” means spaces in the Building defined by the CCC for use by members under the terms of this Agreement.
 - d. **Common Areas.** “Common Areas” means the spaces in the Building defined by the CCC that may be used and accessed by all Community the CCC Workshop members, unless otherwise reserved by a member.

2. **Membership.**
 - a. **Membership Term.** The Membership Term and the Member’s obligations to pay monthly Membership Dues, will start as of the date listed above, and will end with 30 days written notice from the member (“Membership End Date”).
 - b. **Membership Dues.** Member will pay Membership Dues in the amount listed above in advance. Monthly Membership dues will be automatically deducted from the Member’s payment on file on the date of purchase each month. Dues are paid when the CCC receives them. If your payment is not successful, the CCC will contact the Member to update payment on file. If the CCC does not receive payment by this date your membership will be suspended until payment and you will not be able to utilize the space or any discounts.

3. **Benefits of Membership.** In addition to the use of the Workshop during regular business hours as they are defined by the CCC.
 - i. **Restricted Areas.** Unless otherwise contracted-for or agreed to by the CCC in writing, Member’s Building access does not include access to: a) the business office and classroom located in 1714 NE Alberta Street

Portland, OR., b) all areas of the basement other than the designated storage area for member Wifi Service. Member will have access to an unsecured wireless internet service at no cost.

- b. Utilities All basic utilities garbage and recycling service.
 - c. Events. Members receive priority to CCC bikepacking and other CCC facilitated trips and events.
 - d. Workshop Equipment. The Workshop will be equipped with _____ for Member's use.
 - i. Additional Equipment. Additional equipment and tools may be added to the workshop space from time to time that may require additional regulations and/or divided access among the membership levels. Member agrees to abide by any and all regulations and access requirements the CCC deems necessary in its sole discretion.
 - e. Guest Passes
 - i. Members with Premium and Pro annual memberships are entitled to purchase up to two one day guest passes per year. One Day Guest passes are \$20. Guests must be accompanied by the Member in the Workshop at all times and adhere to Community Agreements.
4. **Workshop Use**. The CCC's Building Conduct and Use Terms are attached and are incorporated into this agreement by reference. Member agrees to abide by the Terms outlined, or as they may be modified by the CCC from time to time. Member understands that the Workshop is intended to be used only as a Member's work space, and that Member may not offer classes or regular individual instruction in the Workshop or anywhere else in the Building unless specifically authorized by the CCC to do so.
- a. Liability Waiver. the CCC's Liability Waiver is attached and is incorporated into this Agreement by reference. Member agrees to be bound by the terms of the liability waiver as attached and may be modified from time to time by the CCC. If and when modified, Member will be provided with the modified version for signature. Failure to sign and return any modified liability waiver may be considered cause for the CCC's termination of this Agreement.
 - b. Non-Exclusivity. Member agrees and understands that the Workshop is for use with other Members. Member may not designate or claim any portion of the Workshop for their exclusive use or store anything in the Workshop. Premium and Pro members are able to reserve a bike stand in advance and utilize storage for one bike for up to 60 days.
5. **Member Obligations**. In addition to the above, Member commits to the following:
- a. Member will not allow damage to any area of the Building
 - b. Member will not allow waste of the Utilities or Services provided by the CCC.
 - c. Member will make no alterations or additions to the Workshop space.
 - d. Member will not remove fixtures from any area of the Building.
 - e. Member will not engage in any activities in or around the Building that are unlawful, illegal, or unreasonably dangerous.

- f. Member will notify the CCC in writing of any damage, injury, or other reportable incident that occurs in or around the Building.
 - g. Member will adhere to any and all Workshop specific policies that the CCC establishes.
 - h. Member will follow required procedures for clean up.
 - i. If Member's phone number, email, or mailing address change while Membership is active, Member will provide an updated address to the CCC in a timely manner.
6. **Hazardous Substances or Activities.** Member must not use any hazardous substances or engage in any hazardous activities, above and beyond the commonly understood intended use of equipment in the DIY Workshop, without first requesting permission in writing, from the CCC. Permission may be granted at the CCC's sole discretion upon Member's satisfactory demonstration of their competency in safely handling such substances or doing such activities, and Member's provision, at their own expense, of any safety apparatus, equipment, tools, or the like deemed necessary by the CCC. If such permission is granted by the CCC, the allowed substances or activities will be detailed in writing.
- a. "Hazardous Substances" mean materials that may cause or pose a present or potential hazard to human health or the environment when improperly used, stored, disposed of, generated, or otherwise handled. The term "Hazardous Substances" is used in its very broadest sense and includes without limitation any and all hazardous, inflammable or toxic substances, materials, or waste as defined or listed under State and Federal Environmental Laws.
 - b. "Hazardous Activities" mean activities that, because of the substances, equipment, or processes involved, may cause or pose a significant or unusual, present or potential hazard to human health or safety when improperly used, done, stored, or otherwise handled. The term "Hazardous Activities" is used in its very broadest sense and includes without limitation, any use of the Workshop equipment that varies from the commonly understood intended use of said equipment.
7. **Assignment or Unauthorized Sharing.** This Agreement may not be assigned by Member to any other person or entity. Unauthorized sharing of the workshop with non-members is prohibited.
8. **Damage to Persons or Property.**
- a. Member will be responsible for any loss, cost, or damage to the Building caused by the willful or negligent conduct of Member, Member's guests, invitees or by any person under the Member's direction or control.
 - b. Damage or Injury to Member or Member's Property. the CCC is not responsible for any injury or damage to Member or Member's property not caused by a willful or negligent act or failure to act of the CCC. the CCC is further not responsible for any Member's property that may be lost or stolen anywhere in or around the Building.
 - c. Insurance.

- i. Member may obtain general liability or property insurance if so desired.
 - ii. However, if Member uses any Hazardous Substances or engages in any Hazardous Activities on a regular basis, as reasonably determined by CCC, Member must obtain and carry hazard insurance, which policy must name CCC as an additional insurer, and provide proof of such insurance coverage to CCC
- 9. **Termination of agreement.** Either the CCC or Member may terminate this Agreement for any reason by giving 30 days written notice either via email at membership@communitycyclingcenter.org or via mail to 1700 NE Alberta st, Portland, OR 97211
 - a. Termination for Cause. At its discretion, the CCC may terminate this Agreement and revoke Member's access to the Building immediately, or on a specified date in the future, for cause, which includes without limitation:
 - i. Membership dues being in arrears for thirty (30) days or more; or
 - ii. Member's material breach of [insert liability waiver cause here]
 - iii. Member's material breach of any of the Building Conduct and Use Terms referenced above.

If a future date for revocation is set, Member will still be responsible for payment of Membership Dues until that future date and the CCC may accept Membership Dues for the period up to that date without giving up its rights under this Agreement or the law.

- 10. **Expiration of Membership Term.** Member's access to the Workshop will be revoked at 11:59 p.m. on the Membership End Date if they have not renewed membership.

11. **General Terms.**

- a. Notices. A notice or request to Member may be mailed to their physical address, emailed to them at the email address provided by the Member, or handed directly to a Member. A notice or request to the CCC must be mailed to: 1700 NE Alberta St., Portland, OR. 97211, emailed to membership@communitycyclingcenter.org, or handed directly to an authorized agent of the CCC.
- b. Changes to this Agreement. Any changes to the terms of this Agreement must be agreed to in writing by both the CCC and member.
- c. Entire Agreement. This Agreement is the entire agreement between the CCC and Member. No oral agreements have been made.
- d. Governing Law and Exercise of Rights and Remedies: This Agreement will be governed and construed in accordance with the laws of the state of Oregon and shall be venued in Multnomah County. Either party may use any or all of its legal rights and remedies. The use of one or more rights or remedies is not an election of remedies.
- e. Severability. If any provision of this Agreement is determined by a court of law of competent jurisdiction to be invalid or unenforceable, such provision shall be modified to be within the limits of enforceability or validity. If feasible; however, if the offending provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

- f. Indemnification. Member agrees at all times to indemnify, defend and hold harmless the CCC and its member's officers, directors, employees, agents, contractors, successors and assigns from and against any and all claims, actions, damages, liabilities and expenses, including, but not limited to, attorney's fees, arising in whole or part out of or by reason of: (i) any loss of life, personal injury, accident or occurrence in the CCC Workspace or Building, any use of the Workspace or Building, or any hidden or apparent defect, or any other condition in the Workspace or Building; (ii) any damage to or loss of any property of Member's or property in Member's possession, whether or not by reason of theft, vandalism, criminal acts, or failure of the CCC's security measures and whether or not this damage to or loss of property occurs in the Workspace or Building; (iii) any act, negligence, or fault of Member, their agents or invitees, whether occurring in the Workspace or Building (iv) any acts, negligence, faults or omissions of other the CCC Workspace Members, their agents or invitees; or (iiv) any breach or default in the performance of any obligation to be performed under this Agreement by Member, or resulting from or arising out of the act or omission of Member, their agents or invitees.

BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT AND AGREE TO BE BOUND BY ITS TERMS.

MEMBER:

Signature: _____

Print Name: _____

Date: _____

COMMUNITY AGREEMENTS

The Community Cycling Center is a space for us all. To keep our space safe, inclusive, and welcoming for everyone, we ask our community to adhere to this agreement.

For the safety of our staff, volunteers, customers, and community members, we do not tolerate the following behaviors:

- Making verbal threats
- Racism, transphobia, homophobia, sexism, ableism, xenophobia, and other harmful language and actions that threaten the safety of our diverse community members
- Stealing merchandise or tools
- Making unwelcome physical contact
- Engaging in inappropriate behavior after having been warned not to
- Engaging in physical violence against anyone or anything
- Making terroristic threats or brandishing a weapon

We ask that you respect the identity and background of all within our space. Please ask people their names and their pronouns. We also ask that you keep an open mind and avoid making assumptions about the race, gender identity, sexual orientation, economic status, background, health, disability status, etc. of those in our community spaces.

Please be respectful of folks using wheelchairs, mobility aids, or other adaptive equipment.

**Thank you for doing your part in keeping our community safe and welcoming for us all.
BY SIGNING BELOW, I ACKNOWLEDGE THAT I HAVE READ AND UNDERSTAND THE
COMMUNITY AGREEMENT AND CONSENT TO BE BE BOUND BY ITS TERMS**

MEMBER:

Signature: _____

Print Name: _____

Date: _____

RELEASE & WAIVER OF LIABILITY, ASSUMPTION OF RISK, AND INDEMNITY AGREEMENT FOR PARTICIPANTS

PLEASE READ CAREFULLY. THIS IS A LEGAL DOCUMENT THAT AFFECTS YOUR LEGAL RIGHTS

I enter into this Release and Waiver of Liability, Assumption of Risk, and Indemnity Agreement (this "Release") in favor of The Community Cycling Center, an Oregon nonprofit corporation, and its sponsors and partner organizations, including without limitation their respective administrators, directors, officers, members, employees, agents and volunteers (collectively, "CCC"). I desire to participate in programs or events organized or coordinated by CCC and to engage in activities related to such programs or events (the "Activities"). I hereby freely, voluntarily, and without duress execute this Release under the following terms:

WAIVER OF WARRANTIES: I understand that CCC may give me a bicycle(s) free of cost. I accept such bicycle(s) "AS IS" and without warranty of any kind.

RELEASE & WAIVER: I hereby release, forever discharge, covenant not to sue, and hold harmless CCC and its successors and assigns from any and all liability, claims, or demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from my participation in the Activities or my use of any bicycle(s) given to me by CCC. I understand that this Release discharges CCC from any liability or claim that I may have against CCC with respect to any losses or damages, including without limitation any bodily injury, personal injury, illness, death or property damage, that may result from the Activities, whether caused or alleged to be caused, in whole or in part, by the negligence of CCC or its officers, directors, employees, or agents or otherwise. I also understand that CCC does not assume any responsibility for or obligation to provide financial assistance or other assistance, including but not limited to medical, health, or disability insurance in the event of injury or illness.

MEDICAL TREATMENT: I hereby release and forever discharge CCC from any claim whatsoever which arises or may hereafter arise on account of any first aid, treatment, or service rendered in connection with the Activities or with my use of any bicycle(s) given to me by CCC.

ASSUMPTION OF THE RISK: I warrant that, to the best of my knowledge, I am qualified, in good health and in proper physical condition to participate in the Activities and to use a bicycle. I hereby attest that my attendance and participation in the Activities is voluntary. I fully understand that the Activities involve unavoidable risks and dangers of serious bodily injury, including permanent disability, paralysis and death. I also understand that there may be other risks of social and/or economic losses that are not known to me and/or not readily foreseeable at this time. I hereby expressly and specifically accept and assume all such risks and all responsibility for losses, costs, and damages that I may incur as a result of my participation in the Activities or my use of any bicycle(s) given to me by CCC.

INSURANCE: I understand that, except as otherwise agreed to by CCC in writing; CCC does not carry or maintain

health, medical, or disability insurance coverage for me. I AM EXPECTED AND ENCOURAGED TO OBTAIN MY OWN MEDICAL OR HEALTH INSURANCE COVERAGE.

INDEMNITY AGREEMENT: I agree to hold harmless and defend CCC with respect to any and all actions, claims or demands that may be made or brought against CCC arising from or in connection with my participation in the Activities or my use of any bicycle(s) given to me by CCC. I agree to compensate CCC for reasonable attorney's fees and expenses arising in connection therewith.

OTHER: I expressly agree that this Release is intended to be as broad and inclusive as permitted by the laws of the State of Oregon, and that this Release shall be governed by and interpreted in accordance with the laws of the State of Oregon. I agree that in the event that any clause or provision of this Release shall be held to be invalid by any court of competent jurisdiction, the invalidity of such clause or provision shall not otherwise affect the remaining provisions of this Release which shall continue to be enforceable. I warrant that I am of legal mental capacity to enter into this Release on my own behalf. I acknowledge that this Release is binding on, me and my heirs, successors, legal representatives and assignees.

I further grant The Community Cycling Center and its sponsors and partner organizations, including without limitation their respective administrators, directors, officers, members, employees, agents and volunteers (collectively, "CCC") the irrevocable right to use and publish any photograph, slide, film, video tape, audio tape, or combination thereof of me or the below-named minor (the "Images") in any poster, advertisement, pamphlet, brochure, newsletter, correspondence, display, website, or promotional or advertising material. I agree that CCC may exercise the right to use the Images in perpetuity. I agree to appear without pay.

I agree that the Images are the sole property of CCC. I hereby grant and convey to CCC all right, title, and interest in the Images, including, but not limited to, any royalties, proceeds or other benefits derived from the Images. I hereby waive any right to prior approval for any use of the Images. I also waive my right to object to any blurring, optical illusion, distortion, alteration, or use in composite form of the Images, or to any effect that may arise from the manner in which the Images are processed, printed, reproduced, or otherwise manipulated, either now or in the future.

By signing this Release, I warrant that I have read and fully understand this Release and that I am fully familiar with its contents and terms. I sign this Release freely and without inducement or assurance of any nature. I UNDERSTAND THAT I AM GIVING UP SUBSTANTIAL RIGHTS BY SIGNING THIS RELEASE. I INTEND THIS RELEASE TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

IN WITNESS WHEREOF, I execute this Release as of the day and year written below.

Name of Participant: _____

Signature of Participant: _____

Date: _____

LEGAL GUARDIAN'S CONSENT TO RELEASE: I warrant that I have the legal authority to enter into this Release on behalf of my child or dependent. My signature below hereby represents that I have read, understand, and consent to the above Release.

Name of Legal Guardian: _____
(Legal guardian signature required if Participant is under the age of 18.)

Signature of Legal Guardian: _____

Date: _____

LEGAL GUARDIAN'S AUTHORIZATION FOR MEDICAL CARE

I, _____, as parent or legal guardian hereby authorize CCC, in the event of an emergency, accident or illness, to administer medical care to, and/or to secure medical attention for, my child or dependent without first contacting me or obtaining my approval. I agree to pay all costs and expenses, including all medical bills, associated with such medical attention. I release CCC from responsibility for any bills resulting from injuries.

Signature of Legal Guardian: _____

Date: _____