

## IX. MEMBERSHIP AGREEMENT

I recognise that:

- if Colorado CarShare (CCS) accepts my application, the terms of the application along with the terms of the CCS Handbook and By-Laws immediately constitute a binding contract.
- CCS' acceptance of my membership application is subject to a successful check of my driving and credit history records, and my payment of the appropriate membership fees.

I have received and read a copy of the Colorado CarShare Member Handbook. I agree to observe and be bound by both the Handbook and By-Laws, including any amendments to either document. They form part of this contract. I recognise that CCS' Board of Directors may amend the Member Handbook and By-Laws.

If my application is accepted, CCS will, subject to all the terms and conditions in the Handbook and this application, provide me with access to vehicles owned, leased or rented by it ("CCS Vehicles"), and pay for CCS Vehicle-related expenses such as gas, tires, insurance, maintenance and repairs.

I understand that CCS will endeavour to ensure that the CCS Vehicles are clean, well-maintained, and periodically inspected.

However, I recognise:

- That during the use of the CCS Vehicles, members are responsible for the maintenance and safety of the CCS Vehicles.
- That CCS' periodic inspection of its vehicles is supplementary to the inspection of vehicles by members, and that CCS relies on its members for primary inspection of vehicles that they use.
- That as a member I will be responsible for ensuring the safe condition of any CCS Vehicle that I drive; and
- That CCS does not make any representations or warranties as to the fitness or condition of any CCS Vehicle.

I recognise that the Handbook and the By-Laws state that I will be responsible for paying various fees, expenses, liens, fines and adhere to the prescribed timelines for their payment. I agree that this money will be a debt due and payable by me to CCS.

I understand that CCS will ensure that the CCS Vehicles are insured under a comprehensive Insurance policy, the details of which are available from CCS. I recognise that CCS will only be liable to me for any damages arising out of my use of a CCS Vehicle if CCS' gross negligence has caused the damages. I waive any right I have to sue or make claims against CCS and its directors, officers, agents, employees or members for damages arising from the fitness or condition of a CCS Vehicle, except in cases of gross negligence.

I also agree to indemnify the CCS directors, officers, agents or employees where it has incurred liability and expense as result of a claim by a third party for damages arising out of my use of a CCS vehicle unless CCS' gross negligence caused the damage.

I also waive any right I have to sue or make claims against CCS and its directors, officers, agents, employees or members for a vehicle not being available at the time it was booked.

I recognise that I am not a representative, agent, or employee of CCS except to the extent the CCS Board of Directors may from time to time expressly designate me as a representative, agent, or employee. I also agree to indemnify the CCS for liability incurred to third parties as a result of my actions as a representative, agent or employee, whether I was acting within or outside the scope of my authority or apparent authority.

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Name (please print)

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Signature

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Date