

FORT COLLINS BICYCLE LIBRARY LENDING AGREEMENT

1. All factual data concerning the person borrowing the bicycle, the bicycle itself and the duration of the loan are described below. The City hereby loans the bicycle to the Borrower upon the terms described below and upon the agreement by the Borrower that if the bicycle or any accessories rented (such as helmets, locks and lights) are not returned to the City on or before the end of the term, then the Borrower shall pay the City Three Hundred Dollars (\$300) for any bicycle not returned and Twenty Dollars (\$20.00) for any accessory not returned. The Borrower agrees to house the bicycle inside if overnight rental is included and to lock the bicycle with an appropriate lock when not in use. The Borrower agrees to follow the rules of the road and wear a helmet whenever riding the bicycle. When crossing railroad tracks or other obstacles that might “flip” the bicycle, the Borrower agrees to cross such obstacles at a perpendicular angle.

2. By signing this Lending Agreement, the Borrower agrees that bicycling is a dangerous activity and carries with it certain hazards and risks of which the Borrower is aware. The Borrower, on behalf of himself/herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases the City of Fort Collins, the Downtown Development Authority (DDA), the Convention and Visitors Bureau, Friends of the Fort Collins Bicycle Program, Inc., Recycled Cycles , Colorado State University and their officers, employees, volunteers and agents (collectively “Releases”) from any and all liability for any and all claims and causes of action which Borrower may hereafter have on account of any and all injuries and/or damage that the Borrower may sustain, or any loss of any other sort, arising out of or relating to usage of the bicycle, whether caused by the negligence of the Releases or any other person. In addition, the Borrower covenants and agrees not to sue any of the Releases, and agrees to forever hold them and each of them harmless, from any liability, claims, demands, actions, or causes of action whatsoever arising from the usage of the bicycle, whether such liability, claims, demands, or actions are the result of the negligence of the Releases or any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon the Borrower, the Borrower heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releases and their successors and assigns.

3. The Borrower agrees to indemnify the Releases and to assume and be responsible for all harm, injury or damage caused by the Renter to any of the Releases, the Releases’ property or equipment, other persons or other personal property used in conjunction with usage of the bicycle.

4. Facts and information are as follows:

Name of Borrower: _____ Date of Birth*: _____

Valid ID type: _____ # _____

Address: _____ City: _____

State: _____ Zip: _____ Phone Number: _____

E-mail address: _____

Borrower allows program partners use of e-mail for notification of bicycle related information. **Yes** **No**

Recommended Helmet Use – **Helmet Accepted** - **Helmet Refused**

IN WITNESS WHEREOF, this Loan Agreement is executed the date above written and gives permission to

Borrower Signature (print name)

*If the Borrower is under the age of 18 years, the attached “Parental Consent, Release of Liability, Covenant Not To Sue and Hold Harmless” shall be signed and made a part of this Agreement

For Library Use Only – Do not write in this space

Member # _____ Bike # _____ Lock# _____

Helmet Volunteer _____

**PARENTAL CONSENT, RELEASE OF LIABILITY,
COVENANT NOT TO SUE, AND HOLD HARMLESS**

In consideration of my child's borrowing of a bicycle from the City of Fort Collins, (hereafter, the "Activity"), the undersigned agrees as follows:

1. I am the parent or legal guardian of _____, who is under the age of eighteen (18) years (Date of Birth: _____). I understand that my child's participation in the Activity may include risks and hazards. I am aware of the risks and hazards inherent in my child's participation in the Activity, and recognizing those risks and hazards, I hereby give my consent and approval to my child's participation in the Activity.

2. On behalf of my child (pursuant to section 13-22-107, Colorado Revised Statutes) and myself, I hereby release the City of Fort Collins and the Downtown Development Authority (DDA), the Convention and Visitors Bureau, and friends of the Fort Collins Bicycle Program, Inc., and their officers, employees, volunteers, and agents (collectively, "Releasees") from any and all liability for any and all claims and causes of action which I or my child may hereafter have on account of any and all injuries and/or damage that I or my child may sustain, or any loss of any other sort, arising out of or relating to my child's or my participation in the Activity, or incidental thereto, whether caused by the negligence of the Releasees or any other person. In addition, on behalf of my child and myself, I covenant and agree not to sue any of the Releasees, and agree to forever hold them and each of them harmless, from any liability, claims, demands, actions, or causes of action whatsoever arising from my child's or my participation in the Activity, whether such liability, claims, demands, or actions are the result of the negligence of the Releasees or any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon me, my child, my heirs, and/or my child's heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releasees and their successors and assigns.

3. I hereby agree to indemnify the Releasees and to assume and be responsible for all harm, injury or damage caused by me or my child to any of the Releasees, the Releasees' property or equipment, other persons or other personal property used in conjunction with the Activity.

Signature of Parent or Legal Guardian

Date

Printed name of Parent or Legal Guardian