

Bicycle #(s) _____ Equipment Pack #(s) _____

Borrower (printed) _____ Borrower Library Card# _____

Staff _____ Date _____



BICYCLE AND EQUIPMENT CONTRACT

READ THE FOLLOWING SECTIONS FULLY AND CAREFULLY PRIOR TO SIGNING. THIS IS A LEGALLY VALID AND BINDING OBLIGATION TO RELEASE THE MLD FROM ALL KNOWN AND UNKNOWN OBLIGATIONS, AND TO INDEMNIFY THE MLD AGAINST CLAIMS BROUGHT AGAINST IT BASED UPON YOUR USE OF THE BICYCLE AND EQUIPMENT. THIS INSTRUMENT AFFECTS IMPORTANT LEGAL RIGHTS.

My signature below indicates that I am 18 years of age or older and have read and accept the terms of this contract.

1. **Assumption of Risk.** Borrower acknowledges that the activities for which the bicycle is designed include inherent dangers, including the risk of bodily injury and/or death. Borrower assumes and accepts all risks associated with the use of the bicycles. Bicycles of various sizes, trailers, hitches, back packs, helmets, locks, front light, rear light, and USB cord (hereafter, Bicycle and Equipment). **INITIAL** _____
2. **Acceptable Use.** Borrower agrees and acknowledges that he/she will be the sole operator of the bicycle, and will use the bicycle in a careful, safe and conscientious manner. Borrower shall at all times observe and adhere to any rules and guidelines posted by the MLD, and any applicable laws or regulations.
INITIAL _____
3. **Prohibited Activities.** Borrower shall not violate any laws of the State of Idaho, or the City of Meridian, and shall at all times follow the rules and regulations for bicycle usage put forth by the MLD during operation of the bicycle, including:
 - a. There are no passengers permitted on the bicycle unless expressly permitted by the MLD in writing prior to use.
 - b. There is no smoking while on the bicycle.
 - c. There are no alcoholic beverages permitted while using the bicycle.**INITIAL** _____
4. **Unsafe Use.** If at any time the MLD determines that Borrower has engaged in an unsafe or hazardous use of the bicycle, the MLD may immediately terminate the rental. Upon notification of termination, Borrower must return the bicycle to the designated return area immediately. The MLD shall determine, in its sole discretion, whether any behavior or activity is "unsafe or hazardous." **INITIAL** _____
5. **Condition of Bicycle and Equipment upon Return.** The Borrower shall return the Bicycle and Equipment to the designated return area clean and in the same condition as it was in when given to Borrower, excepting ordinary wear and tear. Borrower shall be responsible for any damage caused to the Bicycle and Equipment during the rental period. Borrower shall be billed by the MLD for the full amount of damages caused by Borrower during use, including reasonable attorney's fees if necessary to collect the damages incurred. **INITIAL** _____
6. **Indemnification.** For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby expressly agrees to indemnify and hold harmless the MLD, and the MLD's board of directors, employees, agents, administrators and representatives against all suits, actions, claims, demands, or damages that arise out of Borrower's use, misuse or abuse of the Bicycle and Equipment.
INITIAL _____

7. **Release and Waiver of Claims.** For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower does hereby remise, release, and forever discharge of and from all, and all manner of, actions, causes of action, suits, proceedings, debts, dues, contracts, judgments, damages, claims, and demands whatsoever in law or equity, which Borrower ever had, now has, or which Borrower's heirs, executors, administrators or personal representatives hereafter can, shall, or may have for or by reason of any matter, cause, or thing whatsoever arising out of this agreement; out of the use (misuse, or abuse) of the Bicycle and Equipment; or in any way arising out of the relationship between Borrow and the MLD. 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. **INITIAL** _____

Borrower Signature _____

Date _____

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PARENTAL CONSENT; COVENANT NOT TO SUE, AND HOLD HARMLESS

In consideration of my child's borrowing of a bicycle from the Meridian Library District, (hereafter, the "Activity"), the undersigned agrees as follows:

Child 1 _____	DOB ____/____/____	Child 2 _____	DOB ____/____/____
Child 3 _____	DOB ____/____/____	Child 4 _____	DOB ____/____/____
Child 5 _____	DOB ____/____/____	Child 6 _____	DOB ____/____/____

1. I am the parent or legal guardian of the above listed children, who is (are) under the age of eighteen (18) years. 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. **INITIAL** _____
2. On behalf of my child and myself, I hereby release the MLD, 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. **INITIAL** _____
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. **INITIAL** _____

Signature of Parent or Legal Guardian

Date

Printed name of Parent or Legal Guardian

