

City of Cedar Hill

Zula B. Wylie Library Public Library
Bicycle Lending Agreement and Release

Print Name: _____

Person Who Will Use Bicycle

Address: _____

City: _____ State: _____ Zip: _____

Phone Number: _____ Date of Birth: _____

Bicycle ID.: _____ (herein the "Bicycle") Lend Date: _____ Return Date: _____

I, the undersigned, accept for my use and/or my dependent minor's use the Bicycle and all appurtenant accessories pursuant to the terms described below and accept full responsibility for its care while it is in my possession. I accept the Bicycle in its current condition, AS IS, with all faults or defects. I agree to lock the Bicycle with an appropriate lock when not in use. I agree to follow the rules of the road. When crossing railroad tracks or other obstacles that might "flip" the Bicycle or cause an accident, I agree to cross such obstacles with care and at a perpendicular angle.

I agree that if the Bicycle or any accessories rented (such as helmets, lights, and locks) are not returned to the City by 5:00 p.m. the next business day, then I shall owe the City a fine of \$5.00 per day. If I return a Bicycle or any accessories in a damaged condition, I will owe any fees and costs deemed appropriate for damages sustained to the Bicycle and accessories, up to an amount equal to the costs to repair or replace the damaged Bicycle and/or accessories. If I fail to return the Bicycle and any accessories within two (2) days of the agreed Return Date, I will owe the City of Cedar Hill Three Hundred Dollars (\$300) for any Bicycle not returned, Twenty Dollars (\$20.00) for each and every accessory not returned.

I understand and acknowledge that bicycling is a dangerous activity and carries with it certain hazards and risks of which I am aware. I further realize that mechanical failures, improper or unsafe cycling, falls, and collisions with other objects, including motor vehicles, can occur and may cause property damages, injuries, and/or even death to myself and/or others. I agree to **ASSUME ALL RISKS AND RESPONSIBILITY** for myself, my heirs, executors, administrators, personal representatives, assigns and/or my dependent minor listed above for such incidents for injuries.

I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, ASSIGNEES, AND/OR MY DEPENDENT MINOR LISTED ABOVE, HEREBY RELEASE THE CITY OF CEDAR HILL, TEXAS, THE ZULA B. WYLIE PUBLIC LIBRARY, AND THEIR OFFICIALS, OFFICERS, EMPLOYEES, AGENTS, SERVANTS, REPRESENTATIVES, AND VOLUNTEERS (COLLECTIVELY "RELEASEES") FROM ANY AND ALL LIABILITY FOR ANY AND

ALL CLAIMS AND CAUSES OF ACTION WHICH MAY ARISE FROM OR RELATE TO USE OF THE BICYCLE AND/OR ACCESSORIES, INCLUDING ALL CLAIMS FOR ANY AND ALL DAMAGES, INCLUDING PROPERTY DAMAGES, LOSS OF USE, PERSONAL INJURIES OR DEATH, AND/OR ANY OTHER DAMAGES THAT DAMAGES THAT I OR MY MINOR DEPENDENT MAY SUSTAIN, OR ANY LOSS OF ANY OTHER SORT, ARISING OUT OF OR RELATING TO USAGE OF THE BICYCLE OR THE TERMS OF THIS AGREEMENT. I, ON BEHALF OF MYSELF, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, ASSIGNS AND/OR MY DEPENDENT MINOR LISTED ABOVE, FURTHER AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS RELEASEES FROM AND AGAINST LIABILITY, CLAIMS, DEMANDS, OR ACTIONS ARISING FROM MY OR MY DEPENDENT MINOR'S USE OF THE BICYCLE, INCLUDING THOSE ARISING FROM THE NEGLIGENCE OF THE RELEASEES. THIS RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND HOLD HARMLESS AGREEMENT SHALL BE BINDING UPON ME, MY HEIRS, EXECUTORS, ADMINISTRATORS, PERSONAL REPRESENTATIVES, AND ASSIGNS, AND SHALL INURE TO THE BENEFIT OF THE RELEASEES AND THEIR SUCCESSORS AND ASSIGNS.

I HAVE READ THE AGREEMENT ABOVE RELEASING THE CITY OF CEDAR HILL, INCLUDING THE ZULA B. WYLIE PUBLIC LIBRARY, FROM LIABILITY. I VOLUNTARILY AGREE TO THE TERMS OF THIS AGREEMENT.

Signature: _____ Date: _____

If the above-named user of the bicycle is a minor, this agreement must be signed by the minor's parent or legal guardian,