



## 2022 CIRCULATING BIKE BORROWER AGREEMENT, COMPLETE WAIVER AND RELEASE

**BORROWER MUST SIGN AND DATE THIS AGREEMENT AND THE WAIVER AND RELEASE IN THE PRESENCE OF LIBRARY STAFF EACH TIME A BICYCLE AND KIT ARE BORROWED.**

Borrower's Name: \_\_\_\_\_

Borrower's Address: \_\_\_\_\_

Phone number: \_\_\_\_\_ Library Card #: \_\_\_\_\_

Email address: \_\_\_\_\_

**WHEN RETURNING A CADL BICYCLE AND KIT, LOCK THE BIKE TO THE RACK AND RETURN LOCK, KEY AND KIT TO STAFF AT THE CIRCULATION DESK. CADL BICYCLE AND KIT **MUST** BE RETURNED TO A STAFF MEMBER AT THE BRANCH FROM WHICH THE BICYCLE AND KIT WERE CHECKED OUT.**

### TO BE COMPLETED BY LIBRARY STAFF:

Borrower presented:

\_\_\_\_\_ A valid photo ID showing the Borrower is at least 18 years of age

\_\_\_\_\_ A library card in good standing

Last 3 digits of barcode of items borrowed:

\_\_\_\_\_ Bicycle

\_\_\_\_\_ Gear Kit (Lock & Key, Handlebar Bag, Helmet, Front and Rear Lights)

The bicycle is due this date: \_\_\_\_\_ by this time \_\_\_\_\_ for this Borrowing Period.

I, \_\_\_\_\_ ("I", "Borrower", or "Rider"), wish to participate in the program ("Program") offered by Capital Area District Libraries whereby I may check out a bicycle using my library card. Capital Area District Libraries and American Cycle and Fitness, the company providing maintenance, are individually and collectively called "CADL/ACF".

I warrant and represent that I am at least 18 years of age and I have a valid CADL library card.

I represent and warrant to CADL/ACF that I know how to operate a bicycle, I am a competent bicycle operator and am sufficiently physically fit to safely operate a bicycle.

**A CADL representative and I have reviewed the Bicycle and the Gear Kit and agree that all parts are present and appear to be in working order at checkout.**

Patron, please initial here X \_\_\_\_\_

CADL Staff please initial here X \_\_\_\_\_

I agree this is an Agreement to **borrow only**. I understand the Bicycle and Kit(s) at all times remain the exclusive property of CADL/ACF. I understand CADL Bicycles and Kit(s) are circulated for a **same day loan period**, and a bike cannot be borrowed less than 2 hours before branch closing time. I understand I am required to return the Bicycle and Kit(s) at least 15 minutes before closing on the day they are due as noted above. I understand I cannot renew a Bicycle and/or Kit(s) for additional lengths of time during this Borrowing Period.

I understand that CADL/ACF does not provide, or maintain, places on which to ride bicycles. CADL/ACF does not guarantee that there will always be a safe place to ride a bicycle. Roads, bicycle lanes and bicycle routes may become dangerous due to weather, traffic, or other hazards. CADL/ACF **provides no warranties**, express or implied, for the Bicycles and/or Kit(s) it makes available. This equipment is accepted "as is."

The nature of the activities has been fully disclosed. I accept any of the risks, hazards and dangers and choose to participate in the activity. Riding a bicycle involves risks, dangers and hazards. These risks, dangers, and hazards may result in injury or death to myself or others, as well as damage to property. There are risks associated with the use of any bicycle which cannot be predicted or avoided and which are the sole responsibility of Rider. If I choose to undertake bicycling, I am knowingly assuming all inherent risks, and I understand CADL/ACF does not warrant the fitness of the rental property for bicycling.

I understand and agree that neither the Program providers nor the personnel arranging the Program are qualified to determine my physical condition or health and that it is my responsibility to consult a physician prior to my participation in the Program. I understand that bicycling should be engaged in only by persons in good health. I understand riding a bicycle is a physical activity. Like any physical activity, I understand riding a bicycle may cause minor or major injuries or discomfort and may worsen or complicate underlying medical conditions or diseases. By choosing to ride a CADL/ACF bicycle, I assume all responsibility for all such injuries or other medical conditions. I have received any necessary medical clearances for such physical activity. CADL/ACF is not responsible for injury, damage or liability resulting from my misrepresentation of competence or physical fitness to safely operate a bicycle.

I am aware laws require me to obey the rules of the road while riding a bicycle. I understand there are laws applying specifically to bicycle possessors, users, and/or riders. I agree that at all times I will possess, use, and/or operate the CADL Bicycle and/or Kit(s) in compliance with all applicable federal, state, and local laws, rules, regulations, policies, and ordinances.

I agree to the following:

- I will lock the Bicycle to a fixed object with the lock provided by CADL when not riding the Bicycle.
- I will not ride a CADL/ACF bicycle while wearing or carrying anything that impedes my ability to operate the bicycle safely. I will not carry a second person on a CADL/ACF bicycle.
- I will not dismantle or modify a CADL/ACF bicycle in any way. (This does not apply to use of the seat-height adjustment feature on CADL/ACF bicycles.) This does include adding a trailer to the bike, which is not permitted.
- I will not use a text messaging device, portable music player, or any other device which may distract me from safely operating a bicycle while using a CADL/ACF bicycle.
- I will not operate a CADL/ACF bicycle while under the influence of alcohol, drugs (legal or otherwise), or any other substance that could impair my ability to operate a bicycle.
- I will not use a CADL/ACF bicycle in weather conditions, including but not limited to rain, snow, extreme heat, or electrical storms, which make it more dangerous to operate a bicycle.
- I will not use a CADL/ACF bicycle for racing, riding off road, or any other use besides operation on public roads and designated bicycle routes.
- I will not use a CADL/ACF bicycle for the purpose of practicing for or participating in an athletic contest or exhibition of any kind.
- I will not allow others to use a CADL/ACF bicycle that I check out. I understand that when I check out a CADL/ACF bicycle, it is to be used by me, and by me only.

I understand bicycles are machines that may malfunction, and such malfunctions may cause injury. Malfunctions may occur unexpectedly even if a bicycle is maintained properly. Before riding a CADL/ACF bicycle, I will conduct a safety inspection of the bicycle which includes inspection and checking for the following: proper tire pressure, trueness of the wheels, safe operation of the brakes, and any signs of damage, excessive wear, or other mechanical problems or maintenance needs. I will not ride the bicycle if I notice any mechanical problem or other safety issue; I will notify CADL/ACF of the problem.

I REALIZE THE IMPORTANCE OF WEARING A HELMET AND I ACKNOWLEDGE THAT I SHOULD WEAR A HELMET AT ALL TIMES WHILE RIDING A BICYCLE. I understand wearing a Snell, CPSC, ANSI, or ASTM approved helmet, properly fitted and fastened, while cycling may protect against some injury, or lessen the severity of an injury, caused by impact to the head. Bicycle helmets are not 100% effective, will not protect against all head injuries and do not protect against other injuries. CADL/ACF recommends that all riders wear a Snell, CPSC, ANSI, or ASTM approved helmet which has been properly sized and fitted according to the manufacturer's instructions. I agree to take responsibility for my own helmet safety to ensure the same is properly fitted if I choose to wear one.

I understand I am not permitted to make **ANY** modifications, alterations, or changes of any kind to the CADL Bicycle and/or Kit(s) other than to adjust the height of the seat. I understand that if the bicycle and/or kit(s) are not returned in the same condition they were lent or if the bicycle and/or kit(s) are lost, stolen, or damaged in any way (or any of their components or contents are lost, stolen, or damaged in any way) that I will be held responsible for all applicable costs and/or damages as determined by CADL. I understand and agree all repairs needed as a result of my use of the CADL Bicycle and/or Kit(s) will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by me. If the CADL Bicycle and/or Kit(s) are not returned by the date and time above, I understand the items will be considered stolen and the authorities may be contacted. I agree to pay promptly when due all charges which accrue because of my use of the CADL Bicycle and/or Kit(s), including any damages to said items.

I understand and agree I must report all accidents and injuries involving a CADL/ACF bicycle to the applicable municipal authorities and to the CADL/ACF branch from which the bike was borrowed as soon as possible, not later than the same day.

I understand by this Agreement, CADL/ACF requires that Riders agree to follow certain rules while using CADL/ACF Bicycles and/or Kit(s). These rules are intended to promote the safe use of CADL/ACF bicycles by CADL/ACF Riders. The rules shall not be construed as a waiver by CADL/ACF of any term in this Agreement. Riders are solely responsible for the safe operation of CADL/ACF bicycles at all times. Riders may need to take safety measures or precautions not specifically addressed in this Agreement.

**WAIVER OF CLAIMS AND RIGHT TO SUE AND AGREEMENT TO INDEMNIFY AND HOLD HARMLESS:** In order to induce CADL/ACF to allow me to participate in the Program, on behalf of myself, my heirs, assigns and next of kin, I **HEREBY WAIVE AND RELEASE, and AGREE TO DEFEND, INDEMNIFY, HOLD HARMLESS, AND FOREVER DISCHARGE** CADL/ACF and each of their agents, employees, officers, directors, affiliates, successors and assigns, as well as all other Program participants, of and from any and all claims, demands, medical expenses, debts, contracts, expenses, causes of action (including negligence), lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, including without limitation for any personal injuries, property damage or death, that I ever had or may have, arising from or in any way related to my participation in the Program, provided that this waiver of liability does not apply only to any acts of gross negligence, or intentional, willful or wanton misconduct by CADL/ACF. If my use of a CADL/ACF bicycle causes injury or damage to another person or property, I understand and agree that I may be liable for such injury or damage and associated expenses. On behalf of myself, my heirs, assigns and next of kin, I specifically agree not to sue CADL/ACF or any of their agents, employees, officers, directors, affiliates, successors and assigns, as well as all other Program participants for any claims I may have arising out of or relating to bicycles or the Program. If my use of a CADL/ACF bicycle and/or kit causes injury or damage to another person or property, on behalf of myself, my heirs, assigns and next of kin, I **AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS** CADL/ACF and each of their agents, employees, officers, directors, affiliates, successors and assigns, as well as all other Program participants, of and from any and all claims, demands, debts, contracts, expenses, causes of action, lawsuits, damages and liabilities, of every kind and nature, whether known or unknown, in law or equity, including without limitation for any personal injuries, property damage or death. By choosing to ride a bicycle, I assume all responsibility for the risks, hazards, and dangers that it involves to myself and for my actions which may affect others.

This Agreement contains the entire agreement between the parties and supersedes any prior written or oral agreements between them concerning the subject matter of this Agreement. The provisions of this Agreement may be waived, altered, amended or repealed, in whole or in part, **only** upon the prior written consent of all parties, including an authorized officer of CADL/ACF. The provision of this Agreement will continue in full force and effect even after the termination of the activities conducted by, on the premises of, or for the benefit of CADL/ACF whether by agreement, by operation of law, or otherwise.

I have read, understand and fully agree to the terms of this Agreement. **I understand and confirm that by signing this Agreement that I have given up considerable future legal rights.** I have signed this Agreement freely, voluntarily, under no duress or threat of duress, without inducement, promise or guarantee being communicated to me other than the opportunity for me to participate in the Program. My signature is proof of my intention to execute a complete and unconditional Agreement of all liability to the full extent of the law. I understand that each of CADL/ACF is relying upon this Agreement in allowing me to participate in the Program.

I have read the above terms carefully. I understand that this is an important legal document. I am entering this agreement of my own free will. I am at least 18 years old and have the right, capacity, and ability to contract in my own name. I acknowledge that CADL/ACF has never expressly or impliedly assumed any responsibility for me or my actions in connection with my use of CADL/ACF bicycles. I understand that I am fully and completely releasing and agreeing to hold CADL/ACF harmless for any liability in connection with the borrowing of a CADL Bicycle and/or Kit(s). Any controversy or claim arising out of this contract or breach thereof shall be settled by in the courts in Ingham County, Michigan.

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Date	Printed Name	Signature
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