| Last Name: | |
|--------------|--|
| Card Number: | |

Adams County Public Library Bike Lending Agreement

- 1. All factual data concerning the person borrowing the bicycle, the bicycle itself, and the duration of the loan are described below. Adams County Public Library (ACPL) hereby loans the bicycle and equipment to the borrower upon the terms described below and upon the agreement by the borrower that if the bicycle or any accessories borrowed (such as helmets and locks) are not returned to ACPL on or before the end of the term, then the borrower shall pay ACPL the replacement cost of any bicycle or not returned and \$20 for any accessory not returned. The borrower agrees to lock the bicycle 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 him/herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases ACPL from any and all liability for any and all claims and causes of action which the borrower may sustain, or any loss of any sort, arising out of or relating to usage of the bicycle, whether caused by the negligence of ACPL or any other person. In addition, the borrower covenants and agrees not to sue ACPL and agrees to forever hold 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 negligence of the release or any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon the borrower, the borrower's heirs, executors, administrators, personal representatives, and assigns, and share inure to the benefit of ACPL and its assigns.
- 3. The borrower agrees to indemnify ACPL and to assume and be responsible for all harm, injury or damage caused by the borrower to ACPL, ACPL property or equipment, or other persons or other personal property used in conjunction with usage of the bicycle or other equipment.
- 4. Facts and information are as follows:

| Name of borrower (please print): | | |
|--|---------------|--|
| Date of birth if borrower is under 18 years— "Parental Consent" must be signed and attached: | | |
| Address: | City/State: | |
| Phone number: | | |
| Email address: | | |
| Signature: | Today's date: | |