

BIKE BETHLEHEM WAIVER - DRAFT

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT
("AGREEMENT")

FOR CITY OF BETHLEHEM BIKE SHARE PROGRAM

(Adults must initial lines along left margin as evidence of consent)

In consideration of being permitted to participate in the Bike Share Program ("Activity") sponsored by the City of Bethlehem and Bethlehem Area Public Library (collectively "Releases"), I, for myself and my executors, administrators, personal representatives, assigns, heirs, next of kin, and any person under the age of 18 years for whom I have also signed this form as his/her Responsible Adult:

_____ 1. Acknowledge, agree, and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will be conducted over public roads and facilities open to the public during the Activity and upon which the hazards of traveling are to be expected. I further agree and warrant that if, at any time, I believe the conditions to be unsafe, I will immediately discontinue further participation in the Activity.

_____ 2. Fully understand that (a) Bicycling Activities involve risks and dangers of serious bodily injury, including permanent disability, paralysis, and death ("Risks"); (b) these Risks and dangers may be caused by the actions or inactions of myself and/or other, the conditions under which the Activity takes place, and/or the negligence of the "Releases" named below; © there may be other risks and social and economic losses either not known to me or not readily foreseeable at this time and I fully accept and assume that all such risks and all responsible for losses, costs, and damages I may incur as a result of my participation in the Activity.

_____ 3. Hereby release, discharge, covenant not to sue the City of Bethlehem, Bethlehem Area Public Library, and their respective administrators, directors, agents, officers, members, volunteers, employees, other participants, sponsors, advertises, and the owners and lessors of premises on which the Activity takes place (the expanded list thereof also being included as one of the "Releases" herein), from all liability, claims, demands, losses, or damages on my account caused or alleged to be caused in whole or in part by the negligence of the "Releases" or otherwise, including negligent rescue operations. And, I further agree that if, despite this release and waiver of liability, assumption of risk, and indemnity agreement I, or anyone on my behalf, makes a claim against any of the Releases, I will indemnify, save, and hold harmless each of the Releases from any litigation, expenses, attorney fees, loss, liability, damage or cost which any may incur as a result of such claim.

_____ 4. I am 18 years of age or older, have read and understood the terms of this agreement, understand that I am giving up substantial rights by signing this agreement, have signed it voluntarily and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extend allowed by law. I agree that if any portion of this agreement is held to be invalid, the balance notwithstanding, shall continue in full force and effect.