

THE BICYCLE COALITION OF MAINE/MaineDOT LIBRARY E-BIKE LOAN BORROWER AGREEMENT

Name _____

Address _____ Town _____

Phone number _____

Email address _____ Library Card Number _____

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

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE SIGNING

This program is for Adult Participants only

IN CONSIDERATION of being permitted to participate in the Library E-Bike Lending Program ("Activity") I, for myself, my personal representatives, assigns, heirs, and next of kin:

1. ACKNOWLEDGE, agree, and represent that I understand the nature of Bicycling Activities, including E-Bike usage, and that I am qualified, in good health, and in proper physical condition to participate in such Activity. I further acknowledge that the Activity may 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 conditions to be unsafe, I will immediately discontinue further participation in the Activity.

2. FULLY UNDERSTAND that: (a) BICYCLING AND E-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 my own actions or inactions, the actions or inactions of others on public or private ways or properties, the conditions in which the Activity takes place, or THE NEGLIGENCE OF THE "RELEASEES" NAMED BELOW; (c) 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 ALL SUCH RISKS AND ALL RESPONSIBILITY FOR LOSSES, COSTS, AND DAMAGES I incur as a result of my participation in the Activity.

3. HEREBY RELEASE, DISCHARGE, AND COVENANT NOT TO SUE the Bicycle Coalition of Maine (BCM), the MaineDOT, Gorham Bike and Ski, the participating library (name) _____ the town in which it is located (name) _____, its respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, any sponsors, advertisers, and, if applicable, owners and lessors of premises on which the Activity takes place, (each considered one of the "RELEASEES" 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 "RELEASEES" 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 Releasees, I WILL INDEMNIFY, SAVE, AND HOLD HARMLESS EACH OF THE RELEASEES from any litigation expenses, attorney fees, loss, liability, damage, or cost which any may incur as the result of such claim.

I AM 18 YEARS OF AGE OR OLDER, HAVE READ AND UNDERSTAND 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 EXTENT 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.

PARTICIPANT'S SIGNATURE

PRINTED NAME

DATE

I HAVE READ THIS RELEASE

LIBRARY STAFF SIGNATURE

PRINTED NAME

DATE

BORROWER AGREEMENT

Bike Number: _____

_____ (initial) I confirm that I have watched and understood all FIVE League of American Bicyclists videos provided at this address: <https://www.ebikesmart.org/what-is-an-electric-bicycle>

_____ (initial) I received an E-bike and a Helmet, Lock, and Charging Cables, and I agree that the electric bicycle and the accessories were in good condition when I received them.

_____ (initial) I agree to to return the helmet, lock, charging cable and the E-Bicycle in good condition.

_____ (initial) I confirm that I am at least 18 years old, and that no one younger than 18 will use the bike while it is in my possession.

_____ (initial) I agree to not use a "hanging" style bike rack to transport the E-Bicycle.

Print Name_____

Signature_____ Date:_____