

Bicycle Locker Lending Agreement and Release of Liability

1. The City of Royal Oak, a Michigan municipal corporation ("the City") hereby lends the Bicycle Locker described below to Borrower identified below in "**AS IS**" condition and upon the terms described below and upon the agreement by Borrower. The Bicycle Locker is loaned for the time period designated at the end of this Agreement. At end of the term, use of the Locker will revert to **the City** for its own use or for lending to another person, and any contents remaining at the end of the term will become property of **the City**.

2. Borrower agrees to house only a bicycle and personal bike accessories inside the Bicycle Locker. No items are to be attached to the outside of the Bicycle Locker, and non-bicycle paraphernalia are not to be housed/stored within the Bicycle Locker. **The City** will periodically check Locker function and contents. **The City** retains the right to respond to any complaints that may be made about contents of assigned Lockers by opening and inspecting contents.

3. Borrower agrees to reimburse **the City** for any loss or damage to the mechanical function of the Bicycle Locker other than reasonable, normal wear and tear.

4. Borrower, on behalf of himself/herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases and **HOLDS HARMLESS the City** and its officers, employees, volunteers and agents (collectively "Releasees") from any and all liability for any and all claims and causes of action which Borrower may hereafter have on account of any and all injuries and/or damage that Borrower may sustain, or any loss of any other sort, arising out of or relating to usage of the Bicycle Locker or related equipment or accessories, whether caused by the active, affirmative, or passive negligence or failure of the Bicycle Locker.

5. Borrower agrees to contact **the City** immediately if there is any malfunction of the Locker. **The City** will respond within 2 working days for repairs of the Locker or reassignment to a functional Locker.

6. Borrower has carefully read this Lending Agreement and Release of Liability and fully understands its contents. Borrower is aware that **THIS IS A RELEASE OF LIABILITY** and a contract between Borrower and **the City**, and signs it of his/her own free will. Borrower is aware that by signing this release, Borrower is waiving certain legal rights, including the right to sue **the City**. Borrower understands that **the City** will not lend the Bicycle Locker to Borrower if Borrower does not sign this release.

7. This Agreement is governed by the law of the state of Michigan. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect. This Agreement comprises the entire agreement for loan of the Bicycle Locker and no additional terms may be enforced unless in writing and signed by the parties to this Agreement.

8. Only Borrower of the Locker shall use the Bicycle Locker, and Borrower shall not share the Locker code.

9. Proof of identification will be required by **the City** staff to ensure each Borrower is 18 years of age or above, or parental consent shall be required as indicated below.

Signing this document affects your legal rights and will bar your right to sue **the City**.

Name of Borrower:_____

Date of Birth*:_____

Valid ID type:_____ #_____

Address:_____

City:_____

State:_____ Zip:_____

Phone Number:_____

E-mail address:_____

Duration of loan for Bicycle Locker:_____

IN WITNESS WHEREOF, this Lending Agreement is executed on this _____ day of _____, 2021.

Borrower Signature _____

Printed Name of Borrower _____

*If Borrower is under the age of 18 years, the parents must sign above and review and sign the attached "Parental Consent, Release of Liability, Covenant Not To Sue, Hold Harmless and Indemnification Agreement," which shall be signed and made a part of this Agreement.

Locker # _____

PARENTAL CONSENT, RELEASE OF LIABILITY, COVENANT NOT TO SUE, HOLD HARMLESS AND INDEMNIFICATION AGREEMENT

In connection with my child borrowing a Bicycle Locker from **the City**, I, the undersigned, acknowledge and agree as follows:

1. I am the parent or legal guardian of _____, who is under the age of eighteen (18) years. (Date of Birth: _____). I understand that my child's borrowing and use of the Bicycle Locker is associated with risks, hazards and responsibilities. I hereby give my consent and approval to my child's use of the Locker and agree that I am responsible/liable for any damage caused by misuse.

2. On behalf of my child and myself, I hereby release **the City** its officers, employees, volunteers, and agents (collectively, "Releasees") from any and all liability for any and all claims and causes of action which I or my child may hereafter have on account of any and all injuries

and/or damages that I or my child may sustain, or any loss of any other sort, arising out of or relating to my child's use of the Bicycle Locker.

3. In addition, on behalf of my child and myself, I covenant and agree not to sue any of the Releasees, and agree forever to hold them and each of them harmless from any liability, claims, demands, actions, or causes of action whatsoever arising from my child's or my borrowing of the Bicycle Locker, whether such liability, claims, demands, or actions are the result of the negligence of the Releasees or any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon me, my child, my heirs, and/or my child's heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releasees and their successors and assigns.

4. I hereby agree to indemnify the Releasees and to assume and be responsible for all harm, injury or damage caused by me or my child to any of the Releasees, the Releasees' property or equipment, other persons or other personal property used in conjunction with borrowing the Bicycle Locker.

CAUTION: READ BEFORE SIGNING! This document affects your legal rights and will bar your right to sue the City.

Signature of Parent or Legal Guardian _____

Printed name of Parent or Legal Guardian _____

Valid ID type: _____ # _____

Address: _____

City: _____

State: _____ Zip: _____

Phone Number: _____

E-mail address: _____

Duration of loan for Bicycle Locker: _____

Date _____

** If we do not have a renewal agreement on file by the 30th of the expiration month, the items found in the Locker will be disposed of without further notice.*