

CITY OF MAYSVILLE BICYCLE LOAN AGREEMENT
COVENANT NOT TO SUE, AND INDEMNITY AGREEMENT

In consideration of being permitted to borrow a bicycle from the City of Maysville Tourism Department (“Lender”), _____ (“Borrower”) agrees to exercise due care for the bicycle and return it to the City of Maysville in the same condition as it was received. Borrower acknowledges that the loaned property belongs to the City of Maysville and failure to return the property could result in civil and criminal liability. Borrower further:

1. Agrees that the value of the loaned property is \$500.00. Borrower acknowledges that they have provided their credit/debit card information as a deposit and specifically authorizes Lender to charge Borrower’s account \$500.00 plus applicable processing fees if Borrower fails to return the loaned bicycle to Lender by the agreed upon return date and time;
2. Acknowledges, appreciates, and agrees that the risk of injury from the activities involved in this sport is significant, including the potential for permanent paralysis and death; and while rules, equipment, and personal discipline may reduce this risk, the risk of serious injury does exist; and I knowingly and freely assume all such risk, both known and unknown;
3. Unconditionally releases, discharges, and covenants not to sue City of Maysville, its directors, officers, partners, affiliates, lessors, lessees, licensees, managers, agents, employees, consultants, officials, vendors, and event sponsors, promoters and advertisers, (all of whom are hereinafter referred to as “**Releasees**”) from all liability to each of the undersigned, his/her/their personal representatives, successors, assigns, and heirs for any and all loss or damage and for any claim or demands therefor on account of injury to the person or property or resulting in death of the undersigned, whether caused by the negligence of Releasees or otherwise while the undersigned is participating in bicycling for any purpose, and each of the undersigned hereby waives all rights to recover for any such loss, damage, injury, or death;
4. Agrees to indemnify and save the Releasees harmless from any loss, liability, damage, or expense which Releasees may incur or suffer as a result of the participation of the undersigned in bicycling for any purpose, whether caused by the negligence of Releasees or otherwise;
5. Acknowledges that photographs and video may be taken of me in my participation in bicycling, and hereby freely agree to allow without restriction all uses of such photos and videos in the reporting of this event, and/or in the promotion of this event, its location, other sporting events, sport in general, and/or related purposes;
6. Assumes full responsibility and liability for, and risk of, bodily injury, death, or property damage due to his/her own negligence and/or the negligence of Releasees, or otherwise while participating in the event for any purpose;

7. Agrees that this Agreement is intended to be as broad and inclusive as permitted by Kentucky law, and if any portion of this Agreement is held to be invalid, it is agreed that the remaining portions hereof shall nevertheless continue in full force and effect;

FOR MINOR PARTICIPANTS

8. Acknowledges that for participants of minority age (under age 18 at the time of registration) that I, as parent/legal guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above, of all the Releasees, and, for myself, my heirs, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liabilities incident to my minor child's involvement or participation in these programs as provided above. EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law, I further agree to the photographic and video release set forth above; and
9. If the participant is under 18 years of age, incapacitated, or mentally challenged, I assert that I am the parent/legal guardian or otherwise authorized to execute a legally binding agreement on behalf of the participant.
10. All participants acknowledge that City of Maysville Tourism Department is a not for profit entity with no commercial benefit to the sponsors or organizers of this bicycle lending program.

YOU MUST BE 18 YEARS OF AGE TO LEGALLY COMPLETE THIS RELEASE.

EACH OF THE UNDERSIGNED HAS READ, ACKNOWLEDGED HIS/HER UNDERSTANDING OF, AND VOLUNTARILY SIGNS THIS AGREEMENT AND FURTHER AGREES THAT NO VERBAL REPRESENTATIONS, STATEMENTS, OR INDUCEMENTS HAVE BEEN MADE BY ANY RELEASEE APART FROM THIS AGREEMENT.

Printed Name	Residence Address	Date	Signature
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____