# Agreement of Release, Waiver of Liability and Assumption of Risk

I, _____ (Participant) and _____ (Custodial Parent or Legal Guardian, if Participant is a minor child or legal ward), exercising my own free choice to, or allow my minor child or legal ward to, participate voluntarily in bicycling and other associated activities (the "Activities"), and promising to take due care during such participation, hereby release and discharge, indemnify, hold harmless and agree to defend Lebanon Public Libraries Inc. ("Lebanon Public Libraries") and its officers, directors, agents, employees, contractors, volunteers and any other persons or entities acting on its behalf, the HOST ("the HOST ") and its agencies departments, officers, and employees, and the successors and assigns for any and all of the aforementioned persons and entities (collectively, the "Indemnified Parties"), against any and all claims, demands, and causes of action whatsoever, whether presently known or unknown, either in law or in equity, relating to injury, disability, death or other harm, to person or property or both, arising from my or my minor child or legal ward's participation in or presence at the Activities, whether caused by the negligence of Lebanon Public Libraries, the HOST, the Indemnified Parties, or otherwise, to the fullest extent allowed by law.

I am aware of the hazards and risks which may be associated with my or my minor child or legal ward's participation in the Activities, including the risks of bodily injury, death or damage to property which may occur from known or unknown causes. I understand, accept, and assume all such hazards and risks, and waive all claims against Lebanon Public Libraries, the HOST, and the Indemnified Parties. I understand that I am solely responsible for any costs arising out of any bodily injury or property damage sustained through my or my minor child or legal ward's participation in normal or unusual acts associated with the Activities. Lebanon Public Libraries and the HOST have offered and advised that I or my minor child or legal ward shall wear a helmet during the use of the rental equipment. I acknowledge that I have been instructed in and have become familiar with the proper operation of brakes, shifting and quick release mechanisms on the rental equipment and I agree to, and to cause my minor child or legal ward to, abide by all rules and instructions governing the Activities. However, I am not relying on Lebanon Public Libraries or the HOST to supervise or control my or my minor child or legal ward's participation in the Activities or to warn me of every possible danger associated with it.

I agree that I am responsible for all damage or loss (other than ordinary wear and tear) to the rental equipment and that I will be charged full retail value for such damage or loss occurring during my rental period. I acknowledge that I will be charged at full retail value of the rental equipment if it is not returned within 48 hours of the agreed upon return date and time. Upon the return of the listed equipment I will be credited for the purchase price of the equipment minus additional rental charges for late returns. Failure to return the rental property within 72 hours after delivery to you of notice to return, or within 15 days after this agreement has expired or the presenting of false, fictitious, or misleading identification may be considered as evidence of an intention to commit larceny.

I understand that the loan of the Lebanon Public Libraries e-bike is for my or my minor child or legal ward's use only. If another individual uses the bike and accessories while in my possession with or without my knowledge, the conditions of this waiver will apply.

I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them. After careful deliberation, I voluntarily give my consent and agree to this Agreement of Release, Waiver of Liability and Assumption of Risk, which shall be binding upon myself, my minor child or legal ward and my heirs and assigns.

**DATE: _____**

**PARTICIPANT NAME: _____**

**ID #: _____**

**ADDRESS: _____**

**_____ _____**

**Phone:_____**
**Email:_____**

**SIGNATURE: _____ (Participant)**

***Mandatory information if Participant is a minor or legal ward:***

**CUSTODIAL PARENT/LEGAL GUARDIAN NAME: _____**

**SIGNATURE: _____ (Signature of custodial parent or legal guardian)**