

# NEWTOWN PARKS & RECREATION

## Bike Borrowing Agreement and Waiver

(For children ages 4 to 12 years old)

.....

### BORROWER Information:

Name: Guardian\_\_\_\_\_ Child\_\_\_\_\_

Date: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Address: \_\_\_\_\_

I, \_\_\_\_\_, "BORROWER", understand and accept that the Newtown Parks and Recreation Department loans bicycles on the following terms and conditions:

By signing below, for use of the bicycle and related equipment listed on this form, I accept full responsibility for the care of the bicycle and related equipment, and I hereby acknowledge and agree to the following terms and conditions:

I am responsible for the bike from the time I take possession of it until it is returned in keeping in accordance with this agreement. I agree that I will be the only person who rides this borrowed bike. I further agree that the rental bike will remain in my possession at all times.

If the rental bike is lost, stolen or damaged, I am responsible for its full replacement value, estimated to not exceed \$350.00 and for any and all other fees, claims, expenses or obligations to persons or property during the term of this agreement. I am obligated to contact the Newtown Parks and Recreation Department immediately in the case of any borrowed bike loss, damage, mechanical failure or abnormality.

If the bicycle and/or related equipment is not returned within the borrowed time, the items are considered lost and replacement charges will apply.

## **Assumption of Risk**

By signing below, I understand that bicycling is a hazardous activity. I understand that the sport of bicycling and the use of the bicycle and related equipment involve risk of injury to any and all parts of my body. I hereby agree to fully and expressly assume and accept all risks, dangers and hazards, and the possibility of personal injury, death, property damage and loss resulting therefrom. I understand that bicycle protective gear such as helmets and gloves are recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

## **Release of Liability, Waiver of Claims and Indemnity Agreement**

In consideration of approval to borrow the bicycle and related equipment, I agree as follows:

TO WAIVE ANY AND ALL CLAIMS that I have or may in the future have against NEWTOWN PARKS AND RECREATION DEPARTMENT and GUARDIAN BIKES its directors, officers, employees, volunteers, agents, representatives, successors and assigns (hereinafter collectively referred to as "THE RELEASEES"), and TO RELEASE THE RELEASEES jointly and severally, of and from any and all liability for any losses, damages, expenses and claims arising out of or in connection with injury (including death) or damage to property that I may suffer, or that my next of kin may suffer as a result of my participation in the bike program due to any cause whatsoever INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE.

I FURTHER AGREE TO HOLD HARMLESS AND INDEMNIFY THE RELEASEES from any and all liability for any loss, expenses, damages to any and all persons and to any and all property, in any way sustained or alleged to have been sustained as a result of activities relating to bicycling or the use of the bicycle and/or related equipment.

## **Further Assurances and Acknowledgments**

**Use of the Borrowed Bike.** I am aware that roads, paths, trails and sidewalks may be poorly maintained and may have blind corners and am aware that such hazardous conditions do exist and I agree to operate the borrowed bike in a safe manner for all road conditions.

Furthermore, I understand and accept that it is my responsibility to operate the borrowed bike in a manner appropriate to any and all prevailing road and weather conditions and undertake to:

1. Wear a helmet at all times while operating a bicycle as required by the laws of Connecticut. (Helmets will be made available to borrow).
2. Familiarize myself with the relevant rules of the road, trails and practices of safe cycling, before operating the borrowed bike.

3. Ensure that I, the borrower, have experience operating a bike similar to the borrowed bike.
4. Return the bike.
5. Before operating a borrowed bike, please read and understand the Bicycle Safety Booklet found at <https://watchformect.org>.
6. \_\_\_\_\_ initial

**Insurance.** I understand that I am responsible for carrying my own travel, health and dental insurance to cover personal medical care in the case of an accident, loss due to cancellation, and any third party liability that may arise from the use of this bike. I further understand that no coverage is available from Newtown Parks and Recreation Department to insure me or the bike from loss in the case of damage, theft or other liability incurred in the use of the borrowed bike.

I acknowledge and agree that Newtown Parks and Recreation Department and its agents have the right to refuse participation by any person for any or no reason.

**Severability and Governing Laws.** I understand that any part of this document found to be void or unenforceable shall not negate the enforcement of the remainder. This agreement shall be governed and construed in accordance with the laws of Connecticut (excluding the laws applicable to conflicts or choice of law).

**Equipment Supplied.** Each borrowed bike is loaned with a helmet and lock. Borrowers who bring their own helmet must show it to staff. Otherwise, you must borrow a helmet to use while riding. Newtown Parks and Recreation is not responsible for any loss of or damage to client supplied equipment howsoever occasioned.

**Collection Costs are Prevailing Party.** If for any reason, Newtown Parks and Recreation is required to engage an attorney or collection agency to collect any amounts that are due it under this agreement, and Newtown Parks and Recreation is successful in such action, I, the BORROWER agree to reimburse Newtown Parks and Recreation for all costs and reasonable attorney's fees incurred by Newtown Parks and Recreation in connection with enforcing its payment rights.

**Return Policy.** I understand and accept that I must return the borrowed bike on the agreed upon date/time at the agreed upon location. **(Remember to return the bike in the condition you received it to avoid additional charges. Additional fees may apply for excessive cleaning and/or repairs beyond normal wear and tear).**

**Late Return Payment Policy.** I understand and accept that should the borrowed bike be returned late then I may be responsible for late fees, at the rate of \$1 per hour, plus any

additional costs that may be incurred by Newtown Parks and Recreation as a result of the late return.

I have read and understand this Agreement and Waiver and agree to abide by its terms and conditions.

I understand and accept that a copy of this agreement will be kept on file at the Newtown Parks and Recreation Department and that all subsequent borrowing of the bikes, by me, will be bound by the terms of this agreement (but will only require that the transaction be recorded in the Parks and Recreation Department's database).

### **Rules of the Fairfield Hills Trail**

Open sunrise to sunset.

Authorized Vehicles only.

Trails are not maintained for winter use or extreme weather.

Pet owners must clean up after their pets.

No horses allowed on pedestrian trail (must use designated equestrian path).

No hunting.

Alcoholic beverages, illegal or illicit drugs are prohibited at all times.

Proper safety equipment recommended.

Cyclists and skaters and other "wheeled" travelers must yield to pedestrians, and recommended speed not to exceed 10 mph.

### **\* SIGNATURES: You must be 18 or over to sign.**

(Initial here)\_\_\_\_\_ I hereby accept the terms of this contract. This document constitutes the final and entire agreement between Newtown Parks and Recreation and the undersigned.

(Initial here)\_\_\_\_\_ I have carefully read this agreement and release of liability and fully understand its contents.

I am aware that this is a release of liability and a contract between myself and Newtown Parks and Recreation Department.

Signature of Parent/Guardian: \_\_\_\_\_

Date: \_\_\_\_\_ \* **Photo release:** The Newtown Parks and Recreation Department may videotape or take photographs of participants enrolled or participating in recreational activities/programs. These photos or videotapes may be used for promotional purposes.

October 25, 2019

Newtown-ct.gov/parks-recreation

(203)270-4340

Lost key \$15 charge

Lost Helmet \$35 charge