

## Bike Bethlehem Waiver

<b>Bethlehem Area Public Library</b> 11 W Church Street Bethlehem, PA 18018 610-867-3761 Mon-Wed (10 a.m.-8 p.m.) Thurs-Fri (10 a.m.-6 p.m.) Sat (10 a.m.-5 p.m.)	<b>Cutters Bike Shop</b> 418 E. 3 <sup>rd</sup> Street Bethlehem, PA 18015 610-419-4027 Mon, Wed, Thurs, Fri (11 a.m.-7 p.m.) Tues (11 a.m.-7 p.m.) Sat (10 a.m.-5 p.m.)	<b>YMCA-Bethlehem Branch</b> 430 E. Broad Street Bethlehem, PA 18018 610-867-7588 Mon-Fri (5 a.m.-9 p.m. ) Sat (7 a.m.-6:30 p.m.) Sun (12 p.m.-6:30 p.m.)
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Date	Time Out	Time In	Lock	Bike #
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Name of User: \_\_\_\_\_ Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Phone: \_\_\_\_\_ E-Mail: \_\_\_\_\_

What is your race?     White     Black     American Indian/Alaskan Native  
                                   Asian     Native Hawaiian/Pacific Islander     Other

What is your ethnicity?     Hispanic     Non-Hispanic

1. I promise to use the bicycle for my personal use and enjoyment in the manner specified in the terms and conditions on the reverse side of this paper.
2. I have read and agree to the release and waiver of liability described in those terms and conditions.
3. Due to the large number of persons who may use any bicycle in any manner (regardless of the applicable terms and conditions), I understand the City of Bethlehem makes no warranties, representations, or assurances that the bikes made available for use are functional or safe for any purpose.
4. I understand that the use of a bicycle under this program by a person who has not signed this release and waiver form is unauthorized and constitutes theft by unlawful taking or failure to make proper disposition of entrusted property by (i) the user who signed this form, (ii) the Responsible Adult who signed this form, and (iii) the actual unauthorized user, against any of whom appropriate charges may be filed.

\_\_\_\_\_  
 Name of User  
 (must be provided regardless of age)

\_\_\_\_\_  
 Signature of User

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Name of Responsible Adult  
 (if user is under the age of 18)

\_\_\_\_\_  
 Signature of Responsible Adult  
 (if user is under the age of 18)

\_\_\_\_\_  
 Date

RELEASE AND WAIVER OF LIABILITY, ASSUMPTION OF RISK, INDEMNITY AGREEMENT (“Agreement”)

FOR CITY OF BETHLEHEM BIKE SHARE PROGRAM

(adults must initial lines along left margin as evidence of consent)

In consideration of being permitted to participate in the Bike Share Program (“Activity”) sponsored by the City of Bethlehem, Cutters Bike Shop, Greater Valley YMCA, and Bethlehem Area Public Library (collectively “Releasees”), I, for myself and my executors, administrators, personal representatives, assigns, heirs, and next of kin, and any person under the age of 18 years for whom I have also signed this form as his/her Responsible Adult:

1. Acknowledge, agree and represent that I understand the nature of Bicycling Activities and that I am qualified, in good health and in proper physical condition to participate in such Activity. I further acknowledge that the Activity will 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 the conditions to be unsafe, I will immediately discontinue further participation in the Activity.  
\_\_\_\_\_
2. Fully understand that (a) 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 the actions or inactions of myself and/or others, the conditions under which the Activity takes place, and/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 that all such risks and all responsible for losses, costs and damages I may incur as a result of my participation in the Activity.  
\_\_\_\_\_
3. Hereby release, discharge, covenant not to sue the City of Bethlehem, Bethlehem Area Public Library, Greater Valley YMCA or Cutters Bike Shop, and their respective administrators, directors, agents, officers, members, volunteers, and employees, other participants, sponsors, advertisers, if applicable, and the owners and lessors of premises on which the Activity takes place (the expanded list thereof also being included as 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 a result of such claim.  
\_\_\_\_\_
4. I am 18 years of age or older, have read and understood 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.  
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## MINOR RELEASE FOR PARTICIPANTS UNDER 18 YEARS OF AGE

And I, in exchange for inducing the Sponsors to permit the named minor to participate in the Activity, do represent, warrant and assure the Sponsors that I am the Responsible Adult for the minor, understand the nature of bicycling activities and the minor's experience and capabilities and further represent that the minor is qualified, in good health, and in proper physical condition to participate in such Activity. In exchange for allowing the minor to participate in the Activity, I hereby agree to indemnify and save and hold harmless each of the Releasees from all liability, claims, demands, losses or damages on the minor's 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 further agree that if, despite this release, I, the minor, or anyone on the minor's behalf makes a claim against any of the Releasees named on the reverse side of this document, I will indemnify, save and hold harmless each of the Releasees from any litigation expenses, attorney fees, loss liability, damage, or cost any may incur as the result of such claim. To the extent I am or become the natural or duly appointed guardian for such minor, I hereby release, discharge covenant not to sue, and/or to discontinue with prejudice any then pending litigation, claims, or demands against any of the Releasees arising from or pertaining to the Bike Share Program.

## CITY OF BETHLEHEM BIKE SHARE RENTAL AGREEMENT

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I am 18 years old, or older, with a valid form of identification. I will leave a valid form of identification with the City of Bethlehem Bike Share program and any minor for whom I am the Responsible Adult under this Agreement. I have completely and correctly filled out the City of Bethlehem Bike Share liability waiver. I will return the bicycle at least 30 minutes prior to close of today's posted hours to one of the three rental locations, Cutters Bike Shop, Greater Valley YMCA (Bethlehem Branch) or the Bethlehem Area Public Library. I will return the bicycle issued to me in the same condition it was issued. I inspected the bicycle prior to my use and have disclosed any pre-existing damage. I will be held financially responsible for any undisclosed damage to the bicycle. I will be held responsible for all damages, including but not limited to: lost and stolen bike, or bike parts, flat tires, bent rims, broken spokes and any damage that would otherwise render the bicycle inoperable. I understand that by not returning the City of Bethlehem Bike Share bicycle and equipment by the close of the day, that I may be reported to the City of Bethlehem Police Department. I understand the bicycling activities involve risk and dangers of serious bodily injury including permanent disability, paralysis, and death. I understand that the City of Bethlehem Bike Share assumes no responsibility for any injury resulting from the use of City of Bethlehem bikes. I will obey all PA laws and regulations governing bicycles and their use. Pennsylvania bicycle driver's manual is available upon request. I will operate the bicycle in a safe and controlled manner at all times. If I choose to transport the bicycle via LANTA (Lehigh and Northampton Transportation Authority) on bus bike racks, I assume all liability for damages or personal injury incurred in the process.