Colorado State University Campus Bicycle Tour
Liability Waiver and Lending Agreement

1. By signing this lending Agreement, the Borrower agrees that bicycling is a dangerous activity and carries with it certain hazards and risks of which the Borrower is aware. The Borrower, on behalf of himself /herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases Recycled Cycles, the City of Fort Collins, the Downtown Development Authority (DDA), the Convention and Visitors Bureau, Friends of the Fort Collins Bicycle Program, Inc., TransFort, Colorado State University and their officers, employees, volunteers and agents (collectively Releases) 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 the Borrower may sustain, or any loss of any other sort, arising out of or relating to usage of the bicycle, whether caused by the negligence of the Releases or any other person. In addition, the Borrower covenants and agrees not to sue any of the Releases, and agrees to forever hold them and each of them harmless, from any liability, claims, demands, actions, or causes of action whatsoever arising from the usage of the bicycle, whether such liability, claims, demands, or actions are the result of the negligence of the Releases or any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon the Borrower, the Borrower heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releases and their successors and assigns.

2. All factual data concerning the person borrowing the bicycle, the bicycle itself and the duration of the loan are described below. Recycled Cycles hereby loans the bicycle to the Borrower upon the terms described below and upon the agreement by the Borrower that if the bicycle or any accessories rented (such as helmets, locks and lights) are not returned to Recycled Cycles, then Recycled Cycles shall either utilize the credit card information provided by the Borrower, issue a payment due, to charge the Borrower Three Hundred Dollars ($300) for any bicycle not returned, Twenty Dollars ($20.00) for any accessory not returned, and any fees deemed appropriate for damages sustained to the bicycle or accessories.

The Borrower agrees to follow the rules of the road, obey any safety guidelines outline by staff, and wear a helmet whenever riding the bicycle. When crossing railroad tracks or other obstacles that might flip the bicycle, the Borrower agrees to cross such obstacles at a perpendicular angle.

3. The Borrower agrees to indemnify the Releases and to assume and be responsible for all harm, injury or damage caused by the Renter to any of the Releases, the Releases property or equipment, other persons or other personal property used in conjunction with usage of the bicycle.

By signing below I acknowledge I have read, and agree to, the above release and waiver of liability assumption of risk agreement.

Name (Please Print): ___________________________________________ Date: ____/____/____

Birthdate: ____/____/____

Signature: ___________________________________________ Date: ____/____/____

Parent/Guardian Signature: ___________________________________________ Date: ____/____/____

Required for any riders under the age of 18.