

Bicycle Locker Agreement

To be used by **SBBIKE** in assigning lockers at Amtrak train stations in Goleta, Santa Barbara and Carpinteria.

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SBBIKE LOCKERS LENDING AGREEMENT AND RELEASE OF LIABILITY

1. Santa Barbara Bicycle Coalition, a California nonprofit corporation ("**SBBIKE**"), hereby loans the Bicycle Locker described below to the Borrower identified below "**AS IS**" and upon the terms described below and upon the agreement by the Borrower. The Bicycle Locker is rented for the time period designated in the agreement. At end of term, Locker and any contents will become property of **SBBIKE**.
2. The Borrower agrees to house only a bicycle and personal bike accessories inside the bicycle locker. No items are to be attached to the outside of the bicycle locker, and non-bicycle paraphernalia are not to be housed/stored within the Bicycle Locker. **SBBIKE** will periodically check locker function and contents. **SBBIKE** will retain the right to respond to any complaints that may be made about contents of assigned lockers by opening and inspecting contents.
3. The Borrower agrees to reimburse **SBBIKE** for any loss or damage to the mechanical function of the locker other than reasonable wear and tear.
4. The Borrower, on behalf of himself/herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases and **HOLDS HARMLESS SBBIKE** and the Santa Barbara County Association of Governments (**SBCAG**), and their officers, employees, volunteers and agents (collectively "Releasees") 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 Locker or related equipment or accessories, whether caused by the active, affirmative, or passive negligence or failure of the Bicycle Locker.
5. The Borrower, agrees to contact **SBBIKE** immediately if there is any malfunction of the locker. **SBBIKE** will respond within 2 working days for repairs or reassignment of functional locker.
6. The Borrower has carefully read this Lending Agreement and Release of Liability and fully understands its contents. The Borrower is aware that **THIS IS A RELEASE OF LIABILITY** and a contract between the Borrower and **SBBIKE** and **SBCAG** and signs it of his/her own free will. The Borrower is aware that by signing this release, Borrower is waiving certain legal rights,

including the right to sue **SBBIKE** and **SBCAG**. The Borrower understands that **SBBIKE** will not loan the Borrower the Bicycle Locker if the Borrower does not sign this release.

7. This agreement is governed by the law of the state of California. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

8. Only the designated Borrower of the locker shall use the Bicycle Locker, and shall not share the code.

9. Proof of identification may be required by **SBBIKE** staff to ensure each Borrower is 18 years of age or above, or else parental consent shall be required per below.

10. All factual information concerning the person borrowing the Bicycle Locker, the identity of the designation of the locker itself and the duration of the loan are as follows:

Signing this document affects your legal rights and will bar your right to sue **SBBIKE** and **SBCAG**!

Name of Borrower: _____ Date of Birth*: _____

Valid ID type: _____ # _____

Address: _____ City: _____

State: _____ Zip: _____ Phone Number: _____

E-mail address: _____

Borrower allows program partners use of e-mail for notification of bicycle related information.
Yes/ No

IN WITNESS WHEREOF, this Loan Agreement is executed the date above written and gives permission to:

Borrower Signature Printed Name of Borrower

*If the Borrower is under the age of 18 years, the parents must sign above and review and sign the attached "Parental Consent, Release of Liability, Covenant Not To Sue and Hold Harmless," which shall be signed and made a part of this Agreement

Member # _____ Bike # _____ Locker# _____

PARENTAL CONSENT, RELEASE OF LIABILITY, COVENANT NOT TO SUE, AND HOLD HARMLESS

In connection with my child borrowing a Bicycle locker from **SBBIKE**, the undersigned

acknowledges and agrees as follows:

1. I am the parent or legal guardian of _____, who is under the age of eighteen (18) years (Date of Birth: _____). I understand that my child's use of the Bicycle locker are associated with risks, hazards and responsibilities.

I hereby give my consent and approval to my child's use of the locker and am responsible/liable for any damage caused by misuse.

2. On behalf of my child and myself, I hereby release **SBBIKE** and the Santa Barbara County Association of Governments (**SBCAG**), and their officers, employees, volunteers, and agents (collectively, "Releasees") from any and all liability for any and all claims and causes of action which I or my child may hereafter have on account of any and all injuries and/or damage that I or my child may sustain, or any loss of any other sort, arising out of or relating to my child's use of the Bicycle locker.

3. In addition, on behalf of my child and myself, I covenant and agree not to sue any of the Releasees, and agree to forever hold them and each of them harmless, from any liability, claims, demands, actions, or causes of action whatsoever arising from my child's or my participation in the Activity, whether such liability, claims, demands, or actions are the result of the negligence of the Releasees or any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon me, my child, my heirs, and/or my child's heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of the Releasees and their successors and assigns.

4. I hereby agree to indemnify the Releasees and to assume and be responsible for all harm, injury or damage caused by me or my child to any of the Releasees, the Releasees' property or equipment, other persons or other personal property used in conjunction with the Activity.

CAUTION: READ BEFORE SIGNING! This document affects your legal rights and will bar your right to sue SBBIKE and SBCAG!

Signature of Parent or Legal Guardian _____

Printed name of Parent or Legal Guardian _____

Date _____

**If we do not have a renewal agreement on file by the 30th of the expiration month, the items found in the locker will be disposed of without further notice.*