

Adopt-a-Bike

General Release Wavier and Hold Harmless Agreement

To be completed by either the recipient if 18 or older, or the parent/ legal guardian of recipient if under the age of 18.

Known all persons by these presents, that the undersigned, _____ Address of _____, hereinafter referred to as **first party** (whether one or more), in consideration of services rendered or to be rendered, or activities offered, by (organization providing the application) _____ and the Adopt-a-Bike program, PO BOX 220 Ottawa, KS 66067, herein after referred to as the **second party** (whether one or more), receipt of which is hereby acknowledged, and the mutual covenants and promises contained herein, **first party** has released, acquitted and discharged and does by these presents release, acquit and discharge the second party, its agents, servants, employees, heirs, executors, administrators, representatives, next of kin, insurance carriers, successors, assigns, and subsidiaries, from any and all claims demands, damages, injuries, losses, costs, expenses, compensation, attorney fees, actions, causes of action, duties, debts, responsibilities, liabilities in law or in equity, which may heretofore have existed, or which may hereinafter arise out of all activities which may occur or arise from the use of equipment distributed by the **second party** or as a result of the activities of **second party** in donating refurbished bicycles.

First party states that he or she is aware of all the risks and hazards inherent in the operation of a bicycle by a person and that there is a risk of injury to the rider of any bicycle and therefore all appropriate safety precautions should be taken. Children should wear helmets and safety gear. First party agrees and understands that second party does not provide and is not responsible for providing safety gear and equipment.

First party hereby assumes all risks, waives all rights against second party, releases second party from all potential liability, hold second party harmless from all liability, including but not limited to the risks described herein, and absolves the second party from any and all responsibility. In law or in equity, arising from the recreational equipment provided or made available by second party.

First person represents and warrants that no other person or entity has or has had any interest in the claims, demands, obligations or causes of action referred to in the release; that he or she has the sole right and exclusive authority to execute this release; and that he or she has not sold, assigned, transferred, conveyed, or otherwise disposed of any of the claims, demands, obligations. Or causes of actions referred to in this release.

It is further understood and agreed that nothing contained herein shall be construed as an admission of liability by either party, and no liability has been alleged.

This release shall bind the signers, their agenda, servants, employees, heirs, executors, administrators, representative, next of kin, insurance carriers, successors, assigns and subsidiaries. This is a lawful release and not a mere recital.

I have read and understand the terms of this Release, further, I state that I am either 18 years old or above and able to enter into a legal contract, or the parent or legal guardian of _____ (Minor Recipient), and assume all risk, and hold **second party** harmless, waiving all claims for liability to **second party** from liability of any kind whatsoever.

Recipient or Parent / Guardian of Recipient Signature

Date

Witness Signature

Date