



Get Active, Get Healthy, Have Fun!

2014 Agreement for Use of Bicycle Release and Waiver of Liability

Please Read Carefully Before Signing

Activate Martinsville/Henry County and the Martinsville Henry County Family YMCA owns a number of bicycles ("Bicycle") and biking equipment ("Equipment"). Activate wants to make these bicycles available for use by the general public through a bike loaner program.

To ensure that the bicycle is used properly, and to ensure that participants behave responsibly, this Agreement defines participant's obligations in exchange for using the Activate bicycle.

Name of Participant: _____

Address: _____

Telephone: _____

Photo ID Number: _____

Birthdate: _____

I AGREE TO FULLY RELEASE AND DISCHARGE ACTIVATE AND THE YMCA FROM ANY LIABILITY for any damages, injuries, or claims, including any injuries or damages occurring from any negligent use of the bicycle to myself or any other person or property, as a result of borrowing this bicycle. I fully understand and agree to release Activate for any negligence in causing in whole or in part any injury to me. I agree to ride safely and with consideration for all other users of either road or trail. I agree to abide by all rules and regulations of the Commonwealth of Virginia while riding this bicycle. I understand that the risks of biking are numerous and I fully accept responsibility for my biking skills. I fully understand how to use the equipment. I accept the equipment for use as is. I have a helmet and I will wear a helmet every time I ride the bicycle. I understand that wearing a helmet may decrease the risk of head injury. I understand that the bicycle has been assessed to be working properly but may malfunction from day to day use, transportation and demonstrations. I affirm that I am physically and mentally able to ride the bicycle and I am familiar with bicycle riding and its' physical and mental requirements and risks involved.

I agree to return the bicycle and understand that I may be charged \$75 per day for each day that the bicycle is not returned. I also understand that if this bicycle is stolen, lost or damaged, I am responsible for the cost of repair and/or replacement. Additionally, I am aware that this bicycle costs approximately \$300/\$800 (tandem). If this bicycle is lost, stolen or not returned, Activate has the right to pursue legal action at my expense.

I, the undersigned, in consideration of using the bicycle, have read, understand and expressly agree to this agreement.

Signature (must be 18 years of age or older): _____

Date: _____

Parent or Legal Guardian if Participant is a Minor: _____

Date: _____