

Lake City Minnesota Community Bike Program

Voluntary Waiver of Liability Agreement

IMPORTANT: This document affects your legal rights. Read carefully before signing.

The below signed individual being an adult of legal age signing on behalf of him or herself or as the legal custodian or parent of a minor, hereby acknowledges the following:

1. I understand that my participation is voluntary.
2. I acknowledge on behalf of myself this activity is NOT an ESSENTIAL service provided by the City of Lake City.
3. I understand and acknowledge the activity I am about to voluntarily engage in as a participant has certain risks including: crashes, contact with fixed objects and/or conflict with motor vehicles and other bicycles. I understand these risks known or unknown, anticipated or unanticipated may result in injury, death, illness or disease or cause damage to myself or my property, or to other persons and their property.
4. In consideration of being allowed to participate in the activity, I hereby personally assume all risks in connection with this activity and I hereby agree to hold the City of Lake City, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City of Lake City or anyone working on behalf of the City of Lake City for any injuries or damages related to the alleged negligence of the City of Lake City.
5. I understand that signing this agreement affects my legal rights and result in my giving up or waiving certain legal rights, and I accept this and sign this agreement of my own free will.
6. The terms of this agreement shall bind the members of my family, if I am alive, and my heirs, assigns and personal representatives if I am deceased.
7. I understand that I may be required to show a Driver's License/Identification Card to the City to document my identity.
8. This waiver does not apply to any injuries or damages that are the result of any willful, wanton or intentional misconduct by the City or anyone acting on behalf of the City.
9. My signature indicates I have read this entire document, including the “**Terms of use**” and understand it completely, acknowledge that it cannot be modified or changed in any way by oral representations, and agree to be bound by its terms.

Name _____ Address _____

DOB _____ City State Zip _____

Phone _____ or Email _____

Signature Date

If signing on behalf of a minor, print name of parent or legal custodian

Employee Section (check if completed)

Terms of Use/Consent Liability Waiver Bike Number _____ Employee Initials _____

Lake City Minnesota Community Bike Program

Terms of Use & Informed Consent

1. **Hours/Location.** Bikes can be checked out 7-days a week between the hours of 8:00 am and 7:30 pm from the Lake City Marina, 201 S Franklin Street, Lake City, Minnesota.
2. **Helmets.** Users are mandated to wear appropriate head gear. A bike helmet will be issued to you, although you may wear your own helmet if you have one with you.
3. **Bike Laws.** Users are expected to know and follow the rules of the road, and the Minnesota bike laws found in 2014 MN Statutes, 169.222 Operation of Bicycle. ***Copies of this law are available.***
4. **Daily Use.** Overnight use of bicycles is not allowed. The bike, the helmet, the bike lock and the key must be returned to the Lake City Marina by 7:30 pm. ***Any bikes unaccounted for after 7:30pm will be considered stolen property and will be reported to the Lake City Police Department. Bikes cannot be reserved and are available on a first come, first serve basis.***
5. **Maintenance.** Please report any maintenance issues you experience with the bike. This includes any damage that occurs to the bike while you have it checked out. ***We need to know if there are any issues with the bike so it can be fixed prior to it being checked out again.***
6. **Issuance of equipment.** The City has the right to deny issuance of equipment if the required forms are not completed accurately or in their entirety. A bike may be issued to a person under the age of 18, provided that his or her parent or legal custodian is present, signs this document, the Informed Consent and the waiver of liability agreement and accompanies the minor on the bike ride. A valid form of identification may be required.
7. **Damage.** The City reserves the right to charge the following: \$450 for the bike, \$20 for the helmet, and \$30 for the lock/key to the person who checked out the bike if the items are returned with damage that occurred as the result of malice, negligence, or intent to destroy public property.

Card Type: Visa Discover American Express Master Card Other _____

Name on Card _____ Expiration Date _____

Card Number _____ + Card Verification Code _____

Informed Consent

Under the Minnesota Government Data Practices Act, your name, birthdate, address, email address, telephone number, credit card information and driver's license/identification card information are not public data. You may choose not to provide some or all of this not public data, but it may limit your ability to participate in this program. For example, your credit card information is needed in order to ensure that the City can reimburse itself in the event the bike, lock or helmet is damaged or is not returned. By signing below, you are consenting to allow this information to be shared with City staff members that administer the Community Bike Program in order to administer the program. This consent expires upon return of the bike, lock and helmet.

By signing below, you are agreeing to this Informed Consent. If you do not sign, you will not be able to participate in the program.

Signature

Date

If signing on behalf of a minor, print name of parent or legal custodian