

Last name: \_\_\_\_\_

Card #: \_\_\_\_\_

## Robert W. Barlow Memorial Library

### BOOK-A-BIKE LENDING AGREEMENT

1. All factual data concerning the person borrowing the bicycle, the bicycle itself and the duration of the loan are described below. Robert W. Barlow Memorial Library (RBML) hereby loans the bicycle and equipment to the borrower upon the terms described below and upon the agreement by the borrower that if the bicycle or any accessories borrowed (such as helmets and locks) are not returned to RBML on or before the end of the term, then the borrower shall pay RBML the replacement cost of any bicycle or equipment not returned. Borrowers will be responsible for any lost, stolen or damaged equipment, excluding any damage determined to be due to wear and tear. The borrower agrees to lock the bicycle when not in use. ***Law enforcement may be contacted to help locate bikes if they are not returned at the end of the day of check out.*** The borrower agrees to follow the rules of the road 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. *The youth bikes (2) are available to check out for borrowers age 17 and under.*
2. 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 him/herself, his/her heirs, executors, administrators, personal representatives and assigns, hereby releases RBML from any and all liability for any and all claims and causes of action which the borrower may sustain, or any loss of any sort, arising out of or relating to usage of the bicycle, whether caused by the negligence of RBML or any other person. In addition, the borrower covenants and agrees not to sue RBML and agrees to forever hold 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 negligence or the release of any other person. This release of liability, covenant not to sue, and hold harmless agreement shall be binding upon the borrower, the borrower’s heirs, executors, administrators, personal representatives, and assigns, and shall inure to the benefit of RBML and its assigns.
3. The borrower agrees to indemnify RBML and to assume and be responsible for all harm, injury or damage caused by the borrower to RBML, RBML property or equipment, or other persons or other personal property used in conjunction with usage of the bicycle or other equipment.
4. **BIKES ARE AVAILABLE FOR SAME DAY CHECK OUT, NO OVERNIGHT CHECK OUTS. BIKES MUST BE RETURNED 15 MINUTES BEFORE LIBRARY CLOSING TIME (MONDAY –THURSDAY: 7:45 PM; FRIDAY-SUNDAY: 4:45 PM)**

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Name of borrower (please print): \_\_\_\_\_

Address: \_\_\_\_\_ City/State: \_\_\_\_\_

Phone Number: \_\_\_\_\_  Cell  
\_\_\_\_\_  Home

Email address: \_\_\_\_\_

Signature: \_\_\_\_\_

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#### LIBRARY USE ONLY

Lending Agreement noted in Circ

Circ record up to date, State ID # added Staff initials \_\_\_\_\_