

INTERCITY TRANSIT WALK N' ROLL BICYCLE PROGRAM

ACKNOWLEDGMENTS, DISCLAIMERS AND RELEASE OF LIABILITY

In this document, "Recipient" includes the individual participating in the Intercity Transit Walk n' Roll Bicycle Program and his or her parents, guardians, assignees, personal representative and heirs.

In consideration of being permitted to participate in the Intercity Transit Walk n' Roll Bicycle Program, the Recipient makes the following acknowledgments, disclaimers and releases:

By signing below, the Recipient of any bicycle, bicycle helmet, lights and/or locks through the Intercity Transit Walk n' Roll Bicycle Program (Program) acknowledges the bicycle and other equipment is accepted in an "as is" condition with no warranties, expressed or implied, regarding the condition of the bicycle or other equipment or structural soundness of their components. Recipient acknowledges that, although reasonable efforts have been made to ensure that the bicycle and other equipment is in working order, no guarantees, representations, or warranties have been given to Recipient regarding the safety or other condition of the bicycle or other equipment. Recipient further acknowledges that no guarantees, representations, or warranties have been given to Recipient with regard to the existence or adequacy of any features on the bicycle that would render the bicycle fit for night riding or any other use.

Recipient acknowledges that some of the activities in this program will be conducted over public streets and sidewalks on which the hazards of traveling are to be expected.

Recipient acknowledges all risks and dangers in riding a bicycle, whether or not on streets

or sidewalks, and assumes the risk from all such activities. If the individual participating in the Program is under 18 years of age, the individual's parent or guardian states that the individual is qualified, in good health and in proper physical condition to participate in this Program. If the individual participating is 18 or over, that individual makes the same statement.

Recipient hereby fully and forever waives and releases any and all claims, liability, losses, demands, and damages against Intercity Transit, its agents, employees, volunteers, representatives, officials and insurers from any and all liability, which exists or may arise in connection with any activity carried out as part of the Program. This includes, but is not limited to, all claims, liability, losses, demands, and damages arising from or in connection with any instruction given, any bicycle or other equipment supplied or given, any practicing of bicycle skills or operations such as a "bike rodeo", any bicycle trip taken, and any use of a bicycle as part of the Program. This waiver and release includes, but is not limited to, any claim by Recipient against the School District for which the School District may claim reimbursement or indemnity from Intercity Transit.

I have read and fully understand this document. I understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance. I agree that if any part of this document is held to be invalid, the rest will continue in full force and effect.

If recipient participating in the Program is under 18 years of age:

Student's Name

Signatures of parents or guardians

Printed names of those signing

Addresses and telephone numbers of those signing

Dates each signed

If recipient participating in the Program is 18 years of age or older:

Recipient Signature

Address and telephone number

Printed Name

Date Signed