



BA OFFICE ONLY

Bike Returned Date: _____

Condition: Good Needs Repair: _____

Amount Raised: _____

Bicycle Loan Agreement and Liability Release

This Bicycle Loan Agreement and Liability Release (herein referred to as the “Agreement”) is between Bicycle Angels, Inc., 4001 Inglewood Ave Suite 101-292 Redondo Beach California 90278 (herein referred to as the “Loaner”) and the following person:

Name: _____

Address: _____

Telephone Number: _____

Email Address: _____

Drivers License (State and Number): _____

Herein this person shall be referred to as the “Borrower.”

The bicycle to be borrowed by the Borrower from the Loaner is identified as follows:

BA# _____

Bicycle verified by borrower in good condition at time of loan: Initials _____

The date this Agreement is in effect is: _____
until the end of the loan period.

The terms of this Agreement are as follows:

1. The Borrower is borrowing the bicycle for the sole purpose of training and completing the following specific Charitable Event for a Charitable organization (herein “the Event”):

Organization: _____

Event Name and Date: _____.

2. The Bicycle is the sole property of the Loaner and is being loaned so that the Borrower may use it to train for and complete the Event. The bicycle is not to be used for any other purpose. _____ *int.*
3. This Bicycle loan is being made solely from the Borrower to the Loaner, and is not endorsed, supported, or otherwise involved with the Charitable Organization. _____ *int.*
4. The bicycle is to be returned by the Borrower to the Loaner no later than two weeks after the date of the Event. If the Borrower discontinues training or preparing for the Event, decides they no longer intend on using the borrowed Bicycle for training and/or completing the Event, or ends/suspends their participation with the Charitable Organization, the Borrower shall return the Bicycle to the Loaner within two weeks. _____ *int.*
5. The Borrower is responsible for transporting the Bicycle to and from the Loaner at the start and end of the Agreement period. _____ *int.*
6. Only the Borrower may use the Bicycle. _____ *int.*
7. When ridden, the Borrower will ride the Bicycle in accordance with all applicable traffic laws and regulations and wear appropriate safety equipment, including a helmet. _____ *int.*
8. When not in use, the Borrower will store the Bicycle in an area that is secured and that protects it from inclement weather, moisture, theft, vandalism, or other damage. _____ *int.*
9. The Borrower is responsible for maintaining the Bicycle during the loan period. This includes normal cleaning, tire and tube maintenance repair, and adjustments (including fit adjustments) that are incidental to normal bicycle use and its consequential wear and tear. _____ *int.*
10. The Borrower may not make any modifications to the Bicycle without express permission of the Loaner (Note: the Borrower may change the pedals, seat or stem as needed for comfort). _____ *int.*
11. Should the Bicycle malfunction due to component failure that is not caused by improper use of the Borrower, then the Loaner shall take responsibility for effecting repairs. This does not include normal wear and tear maintenance items, as discussed previously in this Agreement. _____ *int.*
12. Should the Bicycle become damaged beyond normal wear and tear or stolen during the loan period, the Borrower shall replace or repair the Bicycle within one month of the damage, or three months if stolen. _____ *int.*
13. Should the Loaner determine that the Borrower is not upholding the requirements of this Agreement the Loaner may end the Agreement at any time, by providing written notice to the Borrower. If this occurs, the Borrower must return the Bicycle to the Loaner no later than one week after receipt of the written Agreement termination notice. _____ *int.*
14. Should the borrower move beyond Bicycle Angels 100 mile loan limit, then this agreement is cancelled and the borrower needs to return the bike immediately _____ *int.*



Important Note on Loan Terms – Please Read!

Dear Bicycle Angels Borrower,

Bicycle Angels is here to empower people to fundraise through cycling. We provide a bike loan to folks who would otherwise not be able to participate in a fundraising charity bike ride or triathlon. We understand that training and fundraising for an endurance charity bike ride or triathlon is a serious time-consuming commitment. We know that some people may become overwhelmed with all the demands of their life and not be able to keep their commitment.

What is unfortunate is when people choose not to honor their Loan Agreement and not return our bike after they have decided not to use it anymore.

Recently, we have had several borrowers that never used our bike or decided to quit training and/or fundraising, and kept our bike way past the end of the terms of their Agreement. Not only is this a violation of the terms of the Agreement, it prevents the bike from being loaned to someone else who could have used it to raise money for charity.

If you find that you can no longer train or fundraise, for whatever reason, you **MUST** return the bike as soon as you can, and within two weeks as per your Agreement. Remember the bike is being loaned for you to use for a charity fundraiser **ONLY**. It is critical that you honor your Agreement and return our bike to us so that we can help others in need of a bike loan.

Thanks for participating in our bike loan program. We hope your charity experience will be a life changing event, and that you'll grow as a cyclist and get good use out of our bike loan.

Best Regards,

Dave Gold, President
Bicycle Angels

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Liability Release

In consideration for the favor of borrowing the Bicycle to complete the Event, the Borrower and all his/her assignees and/or successors hereby releases the Loaner and all his successors from any and all liability (injury, property, or otherwise) that may occur due to the Borrower's use, storage, transportation of the Bicycle.

Agreed to on this _____ day of _____, 20__

BORROWER:

LOANER:

Waiver & Release Agreement
For the benefit of Bicycle Angels, Inc.

1. **Background.** Bicycle Angels, Inc. ("Bicycle Angels" or the "Company") is a not-for-profit corporation that supports individuals who volunteer to participate in triathlon events, bicycle events, and other endurance sport events (each, a "Program Event") in order to raise funds for charitable organizations. The Company provides bike loan services (the "Program Services") to individuals unable to purchase a bike of their own for such events. The use by the undersigned user (the "User") of a Company bicycle and/or other equipment ("Loaner Bicycle") is governed by a separate equipment loan agreement. As one of the conditions to allowing User to enter into such an agreement or otherwise to use a Loaner Bicycle, User has read, signed and delivered to the Company this Waiver & Release, understanding that User will be bound forever by its terms, and that this Waiver & Release shall be enforceable by the Company forever and need not be signed by the Company to be enforceable by it. If User is a minor under the age of 18, then the undersigned parent/s or other legal guardian/s (collectively, the "Guardian") is/are also signing this Waiver & Release on her and/or his own behalf, and for and on behalf of the minor User, as a condition to the Company agreeing to the use of a Loaner Bicycle and receipt of other Program Services by the minor User. The Company and its activities are entirely independent of, and are in no way related to, any other charitable organization. If there is any conflict between the terms of this Waiver & Release and any bike loan or other agreement, the controlling terms shall be those most protective of the Company's interests. This Waiver & Release uses certain capitalized terms that have the meanings given to them in paragraph 8 and elsewhere herein, unless context requires otherwise.

2. **User's Understanding.** The Company's agreement to permit User to receive Program Services is sufficient exchange for User (and Guardian, if User is a minor) to agree to the terms of, sign, deliver and forever abide by this Waiver & Release; and each undersigned understands that the Company would not agree to permit the User to receive any Program Services unless User (and Guardian, if User is a minor) did so, and that the Company is reasonably relying and will reasonably rely on the accuracy of the representations and promises in this Waiver & Release and on each undersigned forever abiding by the terms hereof. User (or Guardian on behalf of User, if User is a minor) has either retained their/her/his own attorney to understand this Waiver & Release and its legal consequences, or have/has voluntarily elected not to do so and assumed all risks (known or unknown or foreseeable or unforeseeable to User or any other person) of not doing so.

3. **About User.** The undersigned represent/s and promise/s that User is either at least 18 years of age, or that User is a minor under age of 18 but permitted by her or his Guardian/s to enter into this Waiver & Release. If User is a minor, then each undersigned Guardian represents that she or he has full legal guardianship of and over the User and is either the sole Guardian or has the right to sign this Waiver & Release for any other legal Guardian, or is signing this together with any other legal Guardian. Each of the undersigned represents and promises that: **(a)** User is proficient at riding a bicycle, both alone and in groups, whether in traffic or not, **(b)** User is not under advice from any Health Care Professional to avoid any activity, circumstance or environment that may be included in or associated with riding, training with or racing a bicycle; and is in good general health and physical condition, and sufficiently fit to operate a bicycle and to train for a her or his target Program Event(s), **(c)** User (or User together with her or his Guardian if User is a minor) has either consulted with an appropriate Health Care Professional prior to obtaining a Loaner Bicycle, or has voluntarily chosen not to do so and each has assumed all risks of not doing so (known or unknown or foreseeable or unforeseeable to User or any other person), and if a Health Care Professional has

been so consulted then User has followed and will continue to follow the advice of that professional or has or shall have voluntarily chosen not to do so, thereby assuming all risks of not doing so (known or unknown or foreseeable or unforeseeable to User or any other person), **(d)** User shall (and if User is a minor then each Guardian undertakes to ensure that the User shall) cease all activities associated with the use of any Loaner Bicycle or other property and avoid all circumstances and environments included in or associated therewith if advised by a Health Care Professional to do so, or that the exercise of reasonable care would otherwise require, **(e)** User is not (nor, if User is a minor, is any Guardian) relying on or following, nor shall any of them rely on or follow, any advice or encouragement (whether actual, implied or inferred) from the Company or any of its officers, directors, employees, consultants, or other personnel, agents or representatives ("Company Personnel") that may be contrary to any advice of a Health Care Professional, the personal desire of User (or Guardian if User is a minor), or the exercise of reasonable care, **(f)** User understands that, as between User (and Guardian if User is a minor), on the one hand, and the Company, on the other hand, is it User's (and/or Guardian's if User is a minor) sole responsibility to obtain, learn and follow all rules applicable to any event in which User participates using any Loaner Bicycle, including (but not limited to) all rules of safety, safe bicycle handling, and sportsmanship of any such event and all federal, state and local laws that may apply to the use of a bicycle, and **(g)** User shall be solely responsible for (or if User is a minor then User together with each Guardian shall together be solely responsible for) the care, maintenance, repair and security of any Loaner Bicycle in her or his actual or constructive possession and any other Company property used by User in connection with her/his use of a Loaner Bicycle. All statements that User is making (or, if User is a minor, that User and each Guardian are making) in this Waiver & Release and any other document related to the Program Services are completely accurate, and do not fail to include any information which would be necessary to give a complete and clear answer to any question, or to clarify any information they have given.

4. Medical Matters. User (and, if User is a minor, each Guardian) understands that neither the Company nor any Company Personnel is acting in the capacity of a Health Care Professional or a fitness professional in connection with the Program Services, nor have they held themselves out as such or as qualified to give advice appropriate to any such professional in such connection, and have not given any such advice. User (and, if User is a minor, each Guardian) promises that she/he will not follow any such advice (whether actual, implied or inferred) from any of them, but instead shall seek the advice of an independent qualified Health Care Professional. If any Company Personnel recommends a Health Care Professional or other provider of related services to User ("Referred Health Care Professional"), it is User's sole decision (or, if User is a minor, each Guardian's on behalf of User) whether to consult such professional, and User (or Guardian, if User is a minor) assumes all risks (known or unknown or foreseeable or unforeseeable to User or any other person) of that decision and shall forever and irrevocably hold harmless, and waive all Claims they/she/he may ever have against, the Company and the person making such recommendation related thereto and all Company Releases.

5. User-Company Personnel Relationship. Each undersigned acknowledges that Company Personnel may be active in the endurance sport community, and may from time to time participate in the same or similar Program Events or other races, training groups, fund-raising charities, venues or other communities or locations, and in that connection may from time to time or regularly, by design or by chance, train or otherwise ride bicycles or engage in other activities with User. In any such event, the capacity in which any such Company Personnel may do so, and the capacity in which any communications related thereto may occur (including, but not limited to, discussions about any Loaner Bicycle or User's use thereof or her or his training or racing, or anything else), shall be only in the individual capacity of such Company Personnel and not in any way as representative or agent

of the Company. If in the course of any such event, or in the course of User's trial of any Loaner Bicycle which User may or may not determine to borrow, User is injured, User (and each Guardian if User is a minor) acknowledges that neither the Company nor any Company Personnel has any duty to provide User with medical care, but that if any Company Personnel does give medical care to User under circumstances in which User is unable to give consent for any reason at the time the care is given ("Emergency Care"), and the person giving such care believes it to be necessary, then User hereby, for herself or himself and all User Representatives (and each Guardian if User is a minor, for herself/himself, and for and on behalf of User and all User Representatives)): **(a)** consents to that care, **(b)** forever and irrevocably releases such person and all other Releases from any and all liability arising therefrom or otherwise related thereto, **(c)** forever and irrevocably waives all Claims User or User Representative may have against such person and any or all other Releases in connection therewith, and **(d)** agrees forever to indemnify the Releases for any loss, expense, cost or other liability (including attorneys' fees) any such Release may incur in connection with defending any Claim made by User, User Representative or any other person related thereto.

6. User Voluntarily Assumes Risks. User (and each Guardian if User is a minor) understands that bicycle riding in particular, endurance sport events and training in general, and fitness conditioning generally, involve extreme tests of a person's physical and mental limits and involve rigorous physical activity and exertion, are inherently dangerous activities, and necessarily implicate the Inherent Risks. The Inherent Risks that are involved may or may not be known or foreseeable, and such uncertainty and unforeseeability are themselves Inherent Risks. User (and, if User is a minor, each Guardian for and on behalf of User) understands—from their/her/his discussions with independent Health Care Professionals, past experience riding bicycles and/or watching others ride bicycles, past experience with sports and fitness training and competition, general education and/or knowledge and personal investigation—and is otherwise aware of, the Inherent Risks and voluntarily assumes them. User (and each Guardian if User is a minor) acknowledges having received, read and understood the List of Risks below their/her/his signature/s to this Waiver & Release. Inherent Risks may result from many circumstances and causes, which include (but are not limited to): events of nature such as lightning, rain, wind, ice, black ice, snow, sleet, poor visibility and extreme climatic conditions; automobile, bicycle and pedestrian traffic; dangerous road conditions; competing in groups where User may be knocked down, fallen upon, run into, run over, bumped, kicked, hit or shoved; carelessness or mistakes of others; faulty, damaged or misused equipment; natural and artificial road hazards (including rocks, glass, tree branches, gopher holes, undulations, narrow shoulders; dogs and other domesticated animals; wild animals (including, but not limited to, deer, raccoons, squirrels and other non-domesticated animals that may wander onto areas where the bicycle may be used or may otherwise pose a danger); poorly kept or maintained equipment, equipment failures, design flaws and other similar things; and User's current or future predispositions to injury or death from Inherent Risks (whether known or unknown or foreseeable or unforeseeable to User or any other person). User (and each Guardian if User is a minor) agrees that neither the Company nor any Company Personnel now has or may ever be alleged or charged as having any responsibility at any time to expressly warn User of any Inherent Risks or any other risks, and that any such warning (whether express, implied or inferred) or any pattern or practice of such warnings over the course of time (including setting forth any risks in this Waiver & Release) shall not be deemed an assumption by the Company or Company Personnel of such responsibility. User (and each Guardian if User is a minor) agrees that if User's receipt of any Program Service or user's use of any Company property causes injury or damage to another person or property, then, as between User (and each Guardian if User is a minor) and the Company, User (and each Guardian if User is a minor) is solely liable for all resulting injuries, damages, and related costs.

7. Waiver, Release and Indemnity. User, for herself or himself and all User Representatives (and, if User is a minor, each Guardian for herself and/or himself and for and on behalf of User and all User Representatives), fully and irrevocably holds harmless and releases, and discharges and waives any Claims that User or any User Representatives (or User, Guardian or any User Representatives, if Use is a minor) may have had, now have, or in the future come to have, against, any Release related to any and all prior, current and subsequent Program Services, Referred Health Care Professionals, and any other association and activity involving the same or arising therefrom. User for herself or himself and all User Representatives (and, if User is a minor, each Guardian for herself and/or himself and for and on behalf of User and all User Representatives) irrevocably warrants that they/she/he shall not sue or bring any other action against any Release for any Claim, regardless of the circumstances, or cause or theory, and agrees to reimburse all Releases and hold them harmless for all losses, expenses, costs or other liability (including any and all reasonable attorneys' fees) the Releases may incur in connection with defending any Claim made by User, Guardian and/or User Representative. From time to time there may be recorded and privately or publicly used for marketing, publicity, advertising, media relations and other purposes photographic, audio, video or other recordings of Program Events or training related thereto that may include User (and/or Guardian), alone or together with others. User (and, if User is a minor, each Guardian) irrevocably consents to such use by the Company or other Release of such recordings without any need for consideration of any kind; and represents and warrants that any such use does and shall not violate the terms of any agreement to which any of them is or may become party, or to which the use of her/his image is or becomes subject. If User (or Guardian) is a celebrity or other public figure or any other class of person the use of whose image, likeness or name is otherwise protected, the User (or, if User is a minor, Guardian) shall provide the Company with an opinion of legal counsel, at User's (and Guardian's) expense, in form and substance satisfactory to the Company's legal counsel, that the use of the same shall not violate any such agreement; and the failure of User (or Guardian) to provide such an opinion shall be a representation and warrantee that any use of such image, likeness or name is not now, and shall not be, protected and may be freely used as described herein.

8. Certain Definitions. The following capitalized terms when used in this Waiver & Release have the meanings given to them in this paragraph 8.

"Claims" means all claims, counterclaims, impleading's, demands, actions, rights, choses in action, lawsuits, arbitrations, mediations and other proceedings for any remedy for property loss, personal injury, death or any other loss or liability of any type or nature, whether based on any legal, equitable or other theory, which are in any way related to or arise out of the Program Services, the acts or omissions of any Company personnel, Referred Health Care Professional, Emergency Care, User's participation in or proximity to any activities or circumstances related to or associated with the Program Events or Program Services, and/or physical fitness training and conditioning generally; or otherwise.

"Health Care Professional" means any medical doctor, osteopathic doctor, chiropractor, acupuncturist, psychotherapist or other mental health care provider, registered dietician or nutritionist, or other health care provider; and any endurance sport coach or other fitness professional.

"Inherent Risks" means all risks (known or unknown, and whether foreseeable or unforeseeable to User or any other person) inherent in, associated with or otherwise arising out of activities, circumstances and environments related to Program Events in particular and to cycling, triathlon and

its included sports, and fitness training and conditioning generally, including (but not limited to) those listed on the List of Risks below.

“Releases” means Company and Company Personnel, and any corporation, limited liability company, partnership or other entity as to which the Company or any Company Personnel has had, now has, or may come to have any interest or association; any partner, joint venturer, co-member, co-equity holder, director, officer, manager, employee, consultant, attorney, attorney-in-fact or other owner or representative of the Company or any such entity; and any heir, successor, assign, administrator, executor, receiver or other agent, attorney, attorney-in-fact or other representative of any of the foregoing parties.

“User Representative” means any of User’s heirs, successors, assigns, administrators, executors, receivers, attorneys, attorneys-in-fact and any other representatives of any kind or nature, including (but not limited to) the undersigned Guardians); and if User is a minor, “User Representative” also includes (without limitation) any Guardian’s heirs, successors, assigns, administrators, executors, receivers, attorneys, attorneys-in-fact and any other representatives of any kind or nature.

10. **Miscellaneous** This Waiver & Release: **(a)** represents the entire agreement concerning its subject matter, and supersedes all other prior and contemporaneous agreements and/or understandings concerning its subject matter (whether written or oral, express, implied or inferred), except that this Waiver & Release shall not supersede any bike loan agreement by which User shall be permitted to use a Loaner Bicycle, **(b)** may not be amended, and no condition herein may be waived, except as may be expressly set forth in writing signed by the party to be held thereto, **(c)** does not create any employment relationship between User and the Company, nor any other relationship not expressly created hereby, nor any rights to receive Program Services, **(d)** may be signed in multiple counterparts which together form one and the same instrument, **(e)** shall be interpreted to the broadest extent legally permissible for the benefit of Company and Company Personnel, including (but not limited to) the terms related to assumption of risk, and the release, waiver and indemnity of Releases. If any provision of this Waiver & Release is deemed unlawful, contrary to public policy or otherwise unenforceable, the other provisions will remain effective to the greatest extent permissible. The Company and any Company Personnel may without notice to User assign and share its, her, his or their rights under this Waiver & Release to any corporation, limited liability company, partnership, joint venture, or other entity or individual as to which the Company or such Company Personnel is or may become an owner or otherwise associated, and any such assignment shall grant to such entity or individual all of the benefits to which they are entitled without terminating any rights they originally had to enforce this Waiver & Release. The laws of the State of California (without giving effect to its conflict of laws provisions) govern this Waiver & Release, and any dispute related to this Waiver & Release, of whatever kind or nature, may only be brought in the state or federal courts located in Los Angeles County in the State of California; and the User, for herself or himself and for and on behalf of her or his User Representatives, irrevocably disclaims and waives any defense or claim of inconvenient forum, lack of personal jurisdiction, and any similar claim or defense.

* * *

Signatures to Foregoing Waiver & Release:

User (and each Guardian if User is a minor) understands that signing this Waiver & Release this will legally bind them/her/him to its terms, and that this will be delivered to the Company, and Company Personnel, and may be enforced by them even if they do not also sign. User (and each Guardian if User is a minor) has either retained their/her/his own attorney to understand this Waiver & Release and its legal consequences, or has voluntarily elected not to do so and has assumed all risks (known or unknown or foreseeable or unforeseeable to User or any other person) of not doing so. Signing this Waiver & Release indicates understanding and acceptance of all of its terms.

Any minor User, by signing her/his name below, acknowledges that s/he has read and discussed this Waiver & Release with each Guardian, that each Guardian has explained its terms (including, but not limited to, the Inherent Risks and the Student's responsibilities in assuming them), and understands them as explained by the Guardians and any Health Care Provider and independent legal counsel.

The List of Risks follows this signature page. Read them before signing.

User Signature: _____

Print Name: _____

If User is a minor:

First Guardian Signature: _____

Print Name: _____

Second Guardian Signature: _____

Print Name: _____

* * *

List of Risks

Inherent Risks include (but are not limited to) the following risks, hazards, inconveniences and unpleasantries:

- Equipment damage and destruction;
- Falls, collisions, missteps, tripping, slipping, choking, and drowning or near drowning;
- Embarrassment, humiliation, anxiety, depression and sleeplessness;
- Dehydration, hypernatremia, upper respiratory infections, immune system issues due to (among other causes) improper recovery and nutritional needs, gastro-intestinal discomfort or pain, diarrhea, constipation, heart attack and other heart-related symptoms, heat stroke, frost bite, blood in urine or other urinary tract issues, high ketone, protein and free radical counts, anemia, fatigue, weight loss, ear infection, dry skin, change in hair color, and exposure and adverse reactions to chlorine, pollution and other environmental hazards;
- Saddle sores, neck and back pain, general soreness and aches, numbness of limbs related to bicycle and other causes, nipple pain from friction, groin/crotch and chest rashes, lacerations, blisters, bruises, broken bones, sprains, strains, trigger points and muscle adhesions, plantar fasciitis, tendinitis, bursitis and other inflammation and overuse injuries, contusions, concussions, loss of consciousness, blindness, amputation, brain damage, paralysis, coma and death;
- In women and girls: vulva swelling, change in breast appearance and size, and yeast infections;
- In men and boys: penile numbness, prostatitis, swollen testicles, and impotence; and

This foregoing is not exhaustive, either generally or with respect to gender-specific risks. If User has any question, s/he promises to consult her/his independent Health Care Professional before signing this Waiver & Release, and their signatures above and below indicate either that s/he has no such questions or has, in fact, consulted with her/his Health Care Professional, or has left such questions unanswered and has chosen to assume the risks (known or unknown, and whether foreseeable or unforeseeable to User or any other person) of doing so.

* * *