

City of Marshall Bike Share Program

Voluntary Waiver of Liability Agreement

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

The individual signing below, being an adult of legal age who is signing on behalf of himself 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 Marshall.
3. I understand and acknowledge the activity I am about to engage in voluntarily as a participant has certain risks including: crashes, contact with fixed objects and/or conflict with motor vehicle 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 hold the City of Marshall, its officials, employees, agents and contractors harmless and I waive any right to make claims or bring lawsuits against the City of Marshall, its officials, employees, agents and contractors, for any injuries or damages resulting from the use and operation of the bicycle through the City of Marshall Bike Share Program.
5. I understand that signing this agreement affects my legal rights and results in my giving up or waiving certain legal rights, and I understand and sign this agreement of my own free will.
6. The terms of this agreement shall bind the members of my family, my heirs, successors and assigns.
7. I understand that I will be required to show a valid Driver's License or 2 forms of identification to the bike share location staff and/or the City of Marshall to document my identity.
8. My signature indicates I have read this entire document, including the "Terms of Use" and understand it completely, acknowledge that this agreement cannot be modified or changed in any way by oral representations, and I agree to be bound by its terms.

Name _____ Address _____

DOB _____ City, State, Zip _____

Phone _____ Email _____

Signature Date

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

City of Marshall Bike Share Program

Terms of Use & Informed Consent

1. Hours/Location. Bikes can be checked out 7 days a week during regular business hours from the following locations: The AmericInn, The Bike Shop and/or from the YMCA during operating hours **for up to 3 days**. *In the event of securing a bicycle(s) for more than the allotted 3 days (up to 7 days), you must contact Marshall Community Services (507)537-6767 and provide a credit card for an authorization hold. No charges will be assessed unless the bicycle is not returned by the 7th day. A \$5/day, up to \$600 (cost of replacement bicycle) will be assessed to your credit card until the bicycle is returned in approved operational condition.*
2. Helmets. Use is optional; a bike helmet will be offered to you. You may wear your own helmet.
3. Bike Laws. Users are expected to know and follow the rules of the road, and the Minnesota bike laws found in 2019 MN Statutes, 169.222 Operation of Bicycle. **Copies of this law are available.**
4. Inspection and Maintenance. Users are expected to inspect the bicycle before use, riding and/or operation. If inspection and initial testing of the bicycle indicates any defect, damage or failure to operate as a normal bicycle, the bicycle shall not be used and/or operated. 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 bicycle, so it can be fixed prior to it being checked out again.**
5. Issuance of equipment. The City of Marshall and/or bike share location staff 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 driver's license or 2 forms of identification will be required.**
6. Users are responsible for locking the bike when not in use.
7. Damage. The City of Marshall reserves the right to charge the following: \$600 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, intent to destroy public property, **or if bike is not returned.**

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 this not public data, but it may limit your ability to participate in this program. By signing below, you are consenting to allow this information to be shared with staff that administer the Bike Share 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

(Office use only)

Checkout:

Date: _____ Expected Date of Return: _____

Terms of Use/Consent

Liability Waiver

Condition of bike
(are there any issues?): _____

Bike Number: _____

Employee Initials: _____

Check-in:

Date: _____

Condition of bike
(are there any issues?): _____

Bike Number: _____

Employee Initials: _____