

# PURPLE BIKE PROJECT

## Assumption of Risk and Waiver & Release Agreement

1. Assumption of Risk. I understand and accept that using this purple bike may expose me to hazards and entails risk of death, personal injury (including but not limited to severe spinal or head injury) and loss of or damage to property. I also understand I should be in adequate physical health to participate in bicycling. I choose to participate in spite of these risks and hereby assume all risk of injury or loss of life to myself or others and loss of or damage to property arising out of renting this purple bike and participating in bicycling. I understand the inherent risk involved in using this equipment, accept full responsibility for any and all such damage or injury which may result.

2. Waiver & Release. In consideration of Yukon Transportation Museum (YTM) & Philippe's Bicycle Repair renting me this purple bike, I specifically release and forever discharge YTM & Philippe's Bicycle Repair and their officers, directors, employees, members, volunteers, subsidiaries, agents, successors, and assigns from any and all liability or claims for injury, illness, death or loss of or damage to property which I may suffer while renting this purple bike and participating in bicycling. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damaged caused by the negligence of YTM & Philippe's Bicycle Repair or their officers, directors, employees, members, volunteers, subsidiaries, agents, successors, and assigns. It is my intent by the Waiver and Release Agreement to release YTM & Philippe's Bicycle Repair and hold harmless from all liability for any such property loss or damage, personal injury or loss of life, whether caused by negligence of YTM & Philippe's Bicycle Repair or whether based upon breach of contract, breach of warranty, or any other legal theory.

In signing this document, I fully recognize that if injury, illness, death or damage occurs to me or others while I am engaged in renting this purple bike, I will have no right to make a claim or file a lawsuit against YTM & Philippe's Bicycle Repair, their officers, directors, employees, members, volunteers, subsidiaries, agents, successors, and assigns even if they or any of them negligently cause my injury, illness, death or damage.

I REALIZE THE IMPORTANCE OF WEARING A HELMET AND RECOGNIZE IT IS A CITY OF WHITEHORSE BYLAW.

I understand that this activity may result in severe injury, including but not limited to spinal or head injury. I understand that this activity may result in hazards posed by other bicycles and traffic or road conditions. I understand how to operate the purple bike and brakes and how to adjust the seat and quick releases. YTM & Philippe's Bicycle Repair staff have answered any questions that I have.

I HAVE CAREFULLY READ THIS AGREEMENT AND UNDERSTAND ITS CONTENT. I AM AWARE THIS IS AN ASSUMPTION OF RISK, WAIVER AND RELEASE OF LIABILITY AND I SIGN IT VOLUNTARILY. I ALSO UNDERSTAND THAT I SHOULD NOT AND MAY NOT PARTICIPATE IN THIS ACTIVITY IF I AM UNDER THE INFLUENCE OF ALCOHOL OR DRUGS. *Parent/Guardian Waiver for Minors (if participant is under 18) the undersigned parent, natural guardian, or legal guardian does hereby represent that she/he is in fact acting in such a capacity and agrees to defend, save, hold harmless, and indemnify each and all parties referred to above from all liability, loss, cost, claim, or damage whatsoever which may be imposed upon said parties because of any defect or lack of such capacity to so act and release said parties on behalf of both the minor, parent or legal guardian*

PARTICIPANT

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_

WITNESS

Print name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date Signed: \_\_\_\_\_