

County of Erie Bicycle Parking Garage Rules and Regulations Agreement

I hereby certify that I have read and understand the terms of this agreement and agree to abide by the County of Erie Bicycle Parking Garage Rules and Regulations. I understand that failure to abide by the rules of the County of Erie Bicycle Parking Garage will result in the full and immediate revocation of my access and parking privileges County of Erie Bicycle Parking Garage. I also certify that I have received a copy of the rules and regulations and this agreement. **In utilizing the bicycle garage and using its equipment, I agree that I am doing so at my own risk. The County of Erie shall not be liable for any damages arising from the personal injuries or theft or damage to my property sustained on the premises of the County of Erie Bicycle Parking Garage.** I release and discharge the County of Erie, and its owners, employees and agents from any and all claims resulting from my use of the facilities of and equipment of the County of Erie Bicycle Parking Garage.

Assumption of risk, Waiver of Liability, Indemnification and Hold Harmless Acceptance

PLEASE READ CAREFULLY

1. Assumption of Risk

I fully understand and hereby assume the risks and responsibilities that exist in my participation and use of the County of Erie Bicycle Parking Garage, at the Erie County Rath Building. I agree to abide by the County of Erie Bicycle Parking Garage Rules and Regulations, and will be fully responsible for accident, injury, or damage to personal property that results from my use of the County of Erie Bicycle Parking Garage.

2. WAIVER OF LIABILITY

2.1 The undersigned hereby voluntarily release, discharges, waives and relinquishes any and all actions or causes of action for personal injury, property damage, death, or loss of any kind whatsoever occurring to him/herself **arising** as a result of engaging in use or activities of the County of Erie Bicycle Parking Garage incidental thereto wherever or however the same may occur and for whatever period said use or activities may continue.

2.2 The undersigned does for him/herself, his/her heirs, executors, administrators and assigns

hereby release, discharge, waive and relinquish any action or cause of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstances will he/her or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal damages, death or loss of any kind whatsoever against the County of Erie, the Board of Directors, County of Erie Officers, Employees, agents representatives for any of the said causes of action, whether the same shall arise by the negligence of any of the said person, or otherwise.

3. INDEMNIFICATION AND HOLD HARMLESS

The undersigned does him/herself, his/her heirs. Executors, administrators and assigns agrees that in the event any claim for personal injury, property damage, death or loss of any kind whatsoever shall be prosecuted against the County of Erie, the Board of Directors, County of Erie Officers, Employees, agents representatives, he/she holds harmless and indemnify County of Erie, the Board of Directors, County of Erie Officers, Employees, agents, representatives from any and all claims or causes of action by whomever or wherever made or presented for personal injury, property damage, death, or loss of any kind whatsoever.

I agree that I will abide by the County of Erie Bicycle Parking Garage Rules and Locker Room Rules, as posted and may be modified from time to time. The undersigned has read the assumption of risk, waiver of liability, indemnification and hold harmless agreement, fully understands its terms, and understands that he/she is giving up substantial rights, including the right to sue. The undersigned acknowledges that he/she is signing the agreement freely and voluntarily.

WAIVER OF LIABILITY, RELEASE OF CLAIMS, AND INDEMNIFICATION AGREEMENT

WAIVER AND RELEASE:

In return for being allowed to use the County of Erie Bicycle Parking Garage, I agree and acknowledge as follows:

ACKNOWLEDGE OF RISK. Use the County of Erie Bicycle Parking Garage involves inherent risks of serious injury or illness, including sprains, strains, broken bones, tears, heart palpitations, and in rare cases, paralysis or death. These risks include, but are not limited to, those caused by over exertion, misuse or malfunction of equipment, slips, falls, and other negligent actions of myself or of staff, other members or guests. Use of the County of Erie Bicycle Parking Garage also involves inherent risk of damage to personal property.

WAIVER OF LIABILITY AND RELEASE OF CLAIMS. I do hereby fully and forever release, acquit, and discharge the County of Erie Bicycle Parking Garage, County of Erie, and its employees, agents, representatives, successors and assigns (collectively and "Release Parties") from any and all liability whatsoever arising or of my use of the County of Erie Bicycle Parking Garage and /or arising out of any injuries, losses or damages sustained by me which may be sustained by me in the future as a result of any act, omission, representation, misrepresentation, violation of code or statute, breach of contract, negligence or breach of any duty or obligation of any nature whatsoever by me, by the staff, employees or agents of the County of Erie Bicycle Parking Garage and the County of Erie, or any other user of the County of Erie Bicycle Parking Garage, whether in law or in equity, whether sounding in tort, in contract or otherwise, or arising out of any use of, dealings with, contract with, or events in any way connected with my use of or attendance at the County of Erie Bicycle Parking Garage. I assume full responsibility for any risks arising out of my use of the County of Erie Bicycle Parking Garage whether caused by the negligence of the Released Parties or otherwise. I do not release claims based on reckless or intentional acts or the acts by persons who are not one of the Released Parties.

INDENMIFICATION. I agree to indemnify and hold harmless the Release Parties from any and all claims referenced in Paragraph 2 above. I understand this obligation also includes paying or reimbursing the Release Parties for all costs incurred in defending such claims, including attorney's fees expended in defending such claims, whether such claims are made by me or

someone on the behalf and regardless of the outcome of the claims.

With knowledge of the risks involved and the rights that give up, I freely sign this binging Agreement and waive the rights I might otherwise have to bring a claim against the County of Erie Bicycle Parking Garage and willful knowledge of my responsibly of indemnification of the Released Parties.

Signature

PRINT NAME

Human Resources County of Erie Witness

I, _____,
Print Name

will abide by the County of Erie Bicycle Parking Garage Rules and Regulations and understand that my bicycle parking garage privileges are dependent on following these rules and regulations and that failure to do so may result is my access being revoked.

Signature

Employee email address

Employee #

Date