

BICYCLE DONATION AGREEMENT

This Bicycle Donation Agreement ("Agreement") is entered into this _____ day of _____, 2014 by and between _____ (hereinafter referred to as "Parent" or "Guardian") and the City of Santa Cruz through the City of Santa Cruz Parks & Recreation and Police Departments ("City") with reference to the following recitals:

- A. WHEREAS, the City of Santa Cruz Police Department is periodically in receipt of lost, stolen and/or unclaimed bicycles which, due to the fact that the Police Department has not been able to return the bicycles to their respective owners, are required to be disposed of by the City in accordance with Santa Cruz Municipal Code Chapter 2.24;
- B. WHEREAS, pursuant to Santa Cruz Municipal Code Section 2.24.060 any such bicycles held by the Santa Cruz Police Department for over 90 days without being claimed by the owner are subject to disposal by public auction or appropriation by the City for its use in the best interest of the City;
- C. WHEREAS, on January 28, 2014 the Santa Cruz City Council made a determination that it was in the best interest of the City, so as to promote programs in the City which reduce the incidence of juvenile delinquency, for the City of Santa Cruz Teen Center, operated by the City's Parks & Recreation Department, to distribute such unclaimed bicycles to Teen Center members for transportation and recreational use;
- D. WHEREAS, the Teen Center Bicycle Distribution Program has now been put into effect and there is an inventory of bicycles to be distributed in connection with that Program;
- E. WHEREAS, _____ (hereinafter referred to as "Recipient") desires to receive the following described bicycle for his/her transportation and recreational use:

- F. WHEREAS, Parent/Guardian is the parent or legal guardian of Recipient and, by executing this Agreement, so represents and certifies that he/she is legally authorized to bind Recipient and Recipient's family by the terms of this Agreement.

NOW THEREFORE, the City and Parent/Guardian agree as follows:

1. The City hereby agrees to donate at no charge to Parent/Guardian or Recipient, the bicycle described in Recital E above to Recipient.
2. In consideration for City's agreement do donate the bicycle to Recipient on the terms and conditions set forth in this Agreement, Parent/Guardian on behalf of himself/herself, his/her heirs and assigns, including but not limited to Recipient, hereby agrees to release, indemnify, and hold harmless the City and the City's various departments and their respective officers, agents and employees (hereinafter jointly referred to as "Releasees") from any and all claims, losses, damages, suits or actions of any kind or nature whatsoever, including attorney's fees, brought for or on account of damage to property, or injuries to or death of any person (including Recipient) resulting or alleged to have resulted directly or indirectly, wholly or partially from the City's donation of the subject bicycle to Recipient or from the use or operation of that bicycle by Recipient or any other person.
3. Parent/Guardian for himself/herself, his/her heirs and assigns, including but not limited to Recipient, furthermore agrees to indemnify Releasees against and hold Releasees harmless from, all damages, losses, claims, suits or actions of any kind or nature whatsoever, including attorney's fees, which Releasees may sustain or incur, in whole or in part, as a consequence of the City's donation of the subject bicycle to Recipient or the use or operation of that bicycle by Recipient or any other

person. In connection herewith, Parent/Guardian, on behalf of himself/herself, his/her heirs and assigns, including but not limited to Recipient, also agrees not to assert any claim against, sue, attach the property of, or prosecute Releasees for injury or damage alleged to have been caused by the City's donation of the subject bicycle to Recipient or the use or operation of that bicycle by Recipient or any other person.

4. Parent/Guardian hereby certifies that he/she is aware that the use and operation of bicycles is inherently dangerous and that Recipient or others who use or operate the subject bicycle may be subject to the risk of death or personal injury or damage to property in connection with the use or operation of the subject bicycle, and that Parent/Guardian freely, voluntarily, and with knowledge, assumes the risk of death, personal injury, or property damage to Recipient and all other persons arising from or in any way connected with the use or operation of the subject bicycle by Recipient or other persons.
5. Parent/Guardian hereby agrees and acknowledges on behalf of Recipient that the City has made no representation or warranty as to the operational condition or safety of the subject bicycle or as to its suitability for any particular intended purpose. On behalf of Recipient, Parent/Guardian hereby accepts the subject bicycle in an "as is" condition and Parent/Guardian agrees to have the subject bicycle inspected by a qualified bicycle mechanic at his/her own cost should Parent/Guardian at any time have any concern relative to the bicycle's operational condition or safety. In addition, Parent/Guardian hereby assures the City, and assumes responsibility for assuring, that Recipient, whenever riding the subject bicycle, shall do so wearing a properly fitting and fully functional bicycle helmet.
6. PARENT/GUARDIAN HEREBY FURTHER CERTIFIES THAT HE/SHE HAS CAREFULLY READ THIS AGREEMENT AND FULLY UNDERSTANDS ITS CONTENTS. PARENT/GUARDIAN FURTHER VERIFIES THAT ALL OF THE INFORMATION HE/SHE HAS PROVIDED IN THIS AGREEMENT AND TO THE CITY OF SANTA CRUZ TEEN CENTER IN CONNECTION WITH THE SUBJECT BICYCLE DONATION IS CORRECT TO THE BEST OF HIS/HER KNOWLEDGE. PARENT/GUARDIAN IS AWARE THAT THIS AGREEMENT CONSTITUTES A CONTRACT BETWEEN HIM/HER AND THE CITY OF SANTA CRUZ, THE CITY OF SANTA POLICE DEPARTMENT AND THE CITY OF SANTA CRUZ PARKS & RECREATION DEPARTMENT. PARENT/GUARDIAN FURTHER CERTIFIES HIS/HER UNDERSTANDING THAT THIS AGREEMENT CONSTITUTES A RELEASE OF CLAIMS AGAINST THE CITY OF SANTA CRUZ, THE SANTA CRUZ POLICE DEPARTMENT AND THE SANTA CRUZ PARKS & RECREATION DEPARTMENT AND AGAINST ALL OTHERS MENTIONED IN THIS AGREEMENT. PARENT/GUARDIAN FURTHER UNDERSTANDS AND CERTIFIES THAT BY EXECUTING THIS AGREEMENT, PARENT/GUARDIAN IS VOLUNTARILY ASSUMING ALL RISK INHERENT IN THE SUBJECT BICYCLE DONATION AND THE BICYCLE'S SUBSEQUENT USE AND OPERATION BY RECIPIENT OR ANY OTHER PERSON. PARENT/GUARDIAN HEREBY REPRESENTS AND WARRANTS THAT HE/SHE IS THE PARENT AND/OR LEGAL GUARDIAN OF _____, IDENTIFIED HEREIN AS "RECIPIENT", AND IN THAT CAPACITY PARENT/GUARDIAN IS EXECUTING THIS AGREEMENT ON RECIPIENT'S BEHALF. FINALLY PARENT/GUARDIAN ACKNOWLEDGES THAT HE/SHE IS VOLUNTARILY SIGNING HIS/HER NAME TO THIS AGREEMENT AND BY DOING SO HE/SHE IS ACCEPTING ITS TERMS AS BINDING UPON HIMSELF/HERSELF, RECIPIENT, AND THEIR RESPECTIVE HEIRS, LEGAL REPRESENTATIVES AND ASSIGNS.

Dated: _____

Parent/Guardian

Dated: _____

City of Santa Cruz