

## **AGREEMENT FOR USE OF BICYCLE RODEO TRAILER**

The Utah Department of Public Safety's Highway Safety Office (hereinafter "UHSO") manages and lends out a Bicycle Rodeo Trailer, owned by the Utah Department of Health's Emergency Medical Services Division (EMS), consisting of a trailer, bicycles and supplies that can be used to stage a "Bicycle Rodeo." A Bicycle Rodeo is a fun way to teach children the benefits of a healthy and active lifestyle while also promoting traffic safety initiatives designed to reduce traffic crashes, injuries and fatalities on Utah's roadways. The Loaner Bicycle Rodeo Trailer Program is intended to obtain maximum participation in the activity and provide sponsoring agencies with the resources for a successful event.

The agency or organization represented by the undersigned ("User") wishes to obtain a loan of the Bicycle Rodeo Trailer. In consideration of the loan of the Bicycle Rodeo Trailer, the User agrees to the following:

1. User organization's representative(s) has familiarized themselves with the requirements of putting on a bicycle rodeo, has reviewed safety procedures necessary for the event, and will use reasonable efforts to make the event safe for all participants.
2. User acknowledges that it is familiar with the procedures to safely hook up and tow the trailer, and that the vehicle being used to tow the trailer has at least a 6,000 lbs towing capacity and the appropriate Class III trailer hitch installed. User agrees that it will hook up the trailer so that it will be able to be towed safely including trailer lights. User agrees to be solely responsible for damage or injury that may occur in hooking up or unhooking the trailer, for damage or injury caused by the trailer while it is being used by the User, for damage to the trailer, its contents and the bicycles, and will repair or replace any damaged items. User has inspected the trailer, its contents, and the bicycles prior to signing this Agreement and has noted any preexisting damage in the "Notes" section below.
3. User agrees that it will provide adequate supervision for its bicycle rodeo and/or any use of the bicycles. User agrees that it will require all participants and users to wear appropriate safety equipment.
4. User agrees that it will be solely responsible for any harm or damages to participants in its bicycle rodeo and for users of the bicycles. User agrees to indemnify, hold harmless and at the option of UHSO, defend UHSO and EMS, the State of Utah, and any and all of its board, officers, directors, agents, representatives, employees, assigns, affiliates, insurers, and successors in interest from and against any and all suits and causes of action, claims, charges, costs, damages, demands, expenses (including, but not limited to attorney's fees and cost of litigation), judgments, civil fines and penalties, liabilities or losses of any kind or nature whatsoever arising out of or incident to utilization of the Bicycle Rodeo Trailer, its contents and the bicycles by User and anyone participating in the Bicycle Rodeo or using the bicycles including, but not limited to, death, bodily injury, damage or destruction to any property of either party to this agreement, or injury to third persons in any way connected with the use of the Bicycle Rodeo Trailer, its contents and the bicycles except where an injury or property damage arises out of the sole negligence of UHSO.
5. User agrees that it will obtain liability insurance for the bicycle rodeo or other event it uses the Bicycle Rodeo Trailer for. Such insurance shall name EMS as an additional insured.

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User Agency or Organization Name:

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Signature of Authorized Representative of User

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Printed Name and Title of Authorized Representative

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Agency or Organization Address

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Date

NOTES: (List pre-existing damage or condition of the trailer and its contents)