

**AGREEMENT FOR USE OF BICYCLE RODEO TRAILER
AND
RELEASE AND WAIVER OF LIABILITY**

The Department of Health and Human Services (“DHHS”) owns a Bicycle Rodeo Trailer, which the Utah Department of Public Safety's Highway Safety Office (“UHSO”) manages and lends. The Bicycle Rodeo Trailer includes bicycles and equipment and may be used to host a “bicycle rodeo.” A “bicycle rodeo” is a fun way to teach children the benefits of a healthy and active lifestyle, as well as biking and traffic safety.

The agency or organization represented by the undersigned (“User”) wishes to obtain a loan of the Bicycle Rodeo Trailer. User agrees to the following in exchange for use of the Bicycle Rodeo Trailer:

A. Risk of Personal Injury and Property Damage

1. User understands and acknowledges that **bicycling is a dangerous activity**. Dangers and risks include, but are not limited to:
 - a. DEATH;
 - b. PARALYSIS;
 - c. HEAD INJURIES;
 - d. BROKEN BONES;
 - e. CUTS;
 - f. SCRAPES;
 - g. DAMAGE TO:
 - i. BICYCLES;
 - ii. EQUIPMENT’ and
 - iii. PROPERTY;
 - h. CAUSING DAMAGE TO:
 - i. OTHERS; AND/OR
 - ii. PROPERTY; and
 - i. INJURING OTHERS.
2. Dangers and risks may occur due to, but not limited to:
 - a. Falling;
 - b. Loss of control;
 - c. Collisions with other bicyclists;
 - d. Collisions with automobiles;
 - e. **Negligence** of:
 - i. Other bicyclists;
 - ii. Participants;
 - iii. Other persons; and
 - iv. Vehicles; and
 - f. **Negligence** of
 - i. UHSO;
 - ii. DHHS; and
 - iii. The State of Utah.

3. Dangers and risks may also be caused by the conditions associated with bicycling, including, but not limited to:
 - a. Bad weather;
 - b. Poor visibility;
 - c. The proximity of vehicles;
 - d. Poor terrain;
 - e. Distractions in the area;
 - f. **Negligence** of:
 - i. Other bicyclists;
 - ii. Participants;
 - iii. Other persons; and
 - iv. Vehicles; and
 - g. **Negligence** of:
 - i. UHSO;
 - ii. DHHS; and
 - iii. The State of Utah.
4. User understands and acknowledges that driving while **towing a trailer, such as the Bicycle Rodeo Trailer, is a dangerous activity**. Dangers and risks include, but are not limited to:
 - a. DEATH;
 - b. PARALYSIS;
 - c. HEAD INJURIES;
 - d. BROKEN BONES;
 - e. CUTS;
 - f. SCRAPES;
 - g. DAMAGE TO:
 - i. VEHICLES;
 - ii. TRAILERS;
 - iii. BICYCLES;
 - iv. EQUIPMENT; and
 - v. PROPERTY;
 - h. CAUSING DAMAGE TO:
 - i. OTHERS; and/or
 - ii. PROPERTY;
 - i. INJURING OTHERS.
5. Such dangers and risks may occur due to, but not limited to:
 - a. The trailer coming unhitched during driving;
 - b. Loss of control of the vehicle;
 - c. The trailer increasing the difficulty of driving;
 - d. Collisions with
 - i. Pedestrians,
 - ii. Bicyclists, and
 - iii. Other vehicles;
 - e. **Negligence** of:
 - i. Other vehicles,
 - ii. Pedestrians,

- iii. Bicyclists, and
 - iv. Other persons; and
 - f. **Negligence of:**
 - i. UHSO,
 - ii. DHHS, and
 - iii. The State of Utah.
- 6. Dangers and risks may also be caused by the conditions associated with driving while towing a trailer, including, but not limited to:
 - a. Bad weather;
 - b. Poor visibility;
 - c. Other vehicles;
 - d. Poor terrain;
 - e. Distractions in the area;
 - f. **Negligence of:**
 - i. Other vehicles;
 - ii. Pedestrians;
 - iii. Bicyclists; and
 - iv. Other persons; and
 - g. **Negligence of:**
 - i. UHSO;
 - ii. DHHS; and
 - iii. The State of Utah.

B. AGREEMENT FOR USE OF BICYCLE RODEO TRAILER

1. User acknowledge that it has reviewed and understands the “Inspection, Maintenance, and Use of the Bicycle Rodeo Trailer” form (provided by UHSO) about how to safely and correctly inspect, maintain, and use the Bicycle Rodeo Trailer (including its bicycles and equipment). User agrees to **safely and correctly inspect, maintain, and use the Bicycle Rodeo Trailer, and its bicycles and equipment, as per the “Inspection, Maintenance, and Use of the Bicycle Rodeo Trailer” form.** User agrees to use the Bicycle Rodeo Trailer and its included bicycles and equipment only under **safe conditions**, per the “Inspection, Maintenance, and Use of the Bicycle Rodeo Trailer” form. User agrees to provide proper **supervision** of the Bicycle Rodeo Trailer at all times.
2. User acknowledges that it has reviewed and understands the “Bicycle Rodeo Trailer Towing & Check-Out Information Sheet” (provided by UHSO) about how to safely and correctly hook up and tow the Bicycle Rodeo Trailer. User acknowledges that the vehicle being used to tow the trailer has **at least 6,000 lbs towing capacity and the appropriate Class III trailer hitch installed.** User agrees to **properly inspect** the trailer before hooking it up to User's vehicle in order to ensure that the trailer may be safely attached to the User's vehicle and safely towed. **User agrees it will hook up the trailer, safely tow the trailer, and properly maintain the trailer,** according to the “Bicycle Rodeo Trailer Towing & Check-Out Information Sheet” form.
3. User acknowledges that it has inspected the Bicycle Rodeo Trailer (including its bicycles and equipment) before signing this Agreement and has **noted any preexisting damage** or problems in the “Notes” section below.

C. Release of all Liability (including negligence)

1. **USER AGREES TO FULLY RELEASE AND DISCHARGE UHSO, DHHS, AND THE STATE OF UTAH FROM ANY LIABILITY** for any damages, injuries, or claims, including any injuries or damages occurring from any negligence of UHSO, DHHS, or the State of Utah, to User or any other person or property arising out of the Bicycle Rodeo Trailer and its included bicycles and equipment. User agrees to release UHSO, DHHS, and the State of Utah for any negligence in causing in whole or in part any injury or damage to any person or property.

D. Express Assumption of Risks

1. **USER EXPRESSLY ASSUMES ALL RISK OF LOSS, DAMAGE, AND INJURY OCCURRING AS A RESULT OF USE OF THE BICYCLE RODEO TRAILER, INCLUDING THE RISK OF UHSO'S, DHHS, AND THE STATE OF UTAH'S NEGLIGENCE.** User agrees that it will be solely responsible for any harm, injuries, or damages to anyone arising out of the Bicycle Rodeo Trailer (including its bicycles and equipment) during User's possession of it. User agrees it will be solely responsible for any 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 User, and for damage to the trailer and its included bicycles and equipment. User agrees to be solely responsible for any harm or damage to the Bicycle Rodeo Trailer and its included bicycles and equipment.

E. Promise Not to Sue, Promise to Hold Harmless, and Promise to Indemnify

1. **USER AGREES NO LAWSUIT WILL BE FILED BY USER OR ON USER'S BEHALF AGAINST UHSO, DHHS, OR THE STATE OF UTAH** as a result of User's possession and/or use of the Bicycle Rodeo Trailer. If User does file a lawsuit, User agrees to pay any attorney fees, costs, or judgments incurred by UHSO, DHHS, or the State of Utah, even if UHSO, DHHS, or the State of Utah is found negligent.
2. **USER AGREES TO INDEMNIFY AND HOLD HARMLESS UHSO, DHHS, AND THE STATE OF UTAH FOR ANY DAMAGES, INJURIES, OR JUDGMENTS OR LAWSUITS,** including any attorney's fees and costs incurred by UHSO, DHHS, or the State of Utah as a result of User's possession and/or use of the Bicycle Rodeo Trailer or any lawsuits arising from User's possession and/or use of the Bicycle Rodeo Trailer. User agrees its obligation to indemnify and hold harmless applies **even if UHSO, DHHS, and the State of Utah are negligent.**
3. **User agrees, at the option of UHSO, to defend UHSO, DHHS, the State of Utah,** and any and all of their 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 costs of litigation), judgments, civil fines and penalties, liabilities, and losses of any kind or nature whatsoever arising out of or incident to use of the Bicycle Rodeo Trailer and its included bicycles and equipment by User or anyone else including, but not limited to, death, bodily injury, damages or destruction to any property, or injury to third persons in any way connected with the use of the Bicycle Rodeo Trailer, its included bicycles and equipment, except where an injury or property damage arises out of the sole negligence of UHSO.

F. Relationship between DHHS and UHSO and Release of EMS from Any Liability

1. User understands that DHHS owns the bicycle rodeo trailer and its included bicycles and equipment and that UHSO manages and lends the trailer, bicycles, and equipment. **USER AGREES TO FULLY RELEASE EMS FROM ANY LIABILITY ARISING FROM THE BICYCLE RODEO TRAILER, EVEN DHHS NEGLIGENCE.**

G. User's Insurance

1. User agrees it possesses valid **liability insurance** which covers borrowing the Bicycle Rodeo Trailer, towing the trailer, and use of the trailer, bicycles, and equipment, which includes coverage for at least \$1 million in personal and property liability, and which lists DHHS as an additional insured.
2. User agrees that it has provided to UHSO valid proof of such insurance which specifically provides that User is the insured, that the insurance covers borrowing the Bicycle Rodeo Trailer, towing the trailer, and use of the trailer, bicycles, and equipment, that the insurance provides coverage for at least \$1 million in personal and property liability, and that DHHS is an additional insured.
3. User agrees that it will maintain such insurance while it possesses the Bicycle Rodeo Trailer.
4. User agrees that if at any time it possesses the Bicycle Rodeo Trailer such insurance becomes invalid, User shall immediately stop use of the Bicycle Rodeo Trailer (including its bicycles and equipment) and shall notify UHSO; User agrees to then follow UHSO's instructions regarding the Bicycle Rodeo Trailer.

I agree to this Agreement and Release of Liability

User Agency or Organization Name

Signature of Authorized Representative of User

Printed Name and Title of Authorized Representative

Agency or Organization Address

Date

NOTES: (List pre-existing damage or condition of the Bicycle Rodeo Trailer and its included bicycles and equipment)

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