**Changing the life of a child one bike at a time**

**Liability Release and Express Assumption of Risk**

This Release Agreement is entered into between Bob’s Free Bikes, an Arizona nonprofit corporation, and

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, on behalf of themselves and the minor child/children under their care:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(herein collectively “Recipient”) in consideration for the donation of a bicycle(s).

Pursuant to this agreement, Bob’s Free Bikes will donate to Recipient a bicycle(s), subject to the following conditions:

1. The bicycle(s) will be donated upon the express understanding that Bob’s Free Bikes assumes no responsibility whatsoever for the condition, use, performance, or maintenance of the bicycle(s).
2. Recipient hereby acknowledges receipt of the bicycle(s) and that Recipient has examined the bicycle(s) to inspect its/their condition and identify any defects. Recipient hereby accepts the bicycle(s) “as is“ and agrees that any repairs or replacements are to be made at the Recipient’s expense and not at the expense of Bob’s Free Bikes.
3. As consideration for receipt of the donated bicycle(s), Recipient agrees to waive any and all claims against Bob’s Free Bikes, and its directors, officers, employees, volunteers and members for damage to persons or property which may occur in any way due to the bicycle(s), including as a result of a product defect or the negligence of any party. Recipient also agrees to save and hold harmless Bob’s Free Bikes, and its directors, officers, employees, volunteers, and members from any and all liability, claims, or expenses whatsoever arising from the donated bicycle(s) including injury to third persons. Recipient expressly assumes all risks related in any way to the possession, use and maintenance of the bicycle(s).

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (RECIPIENT) HAVE CAREFULLY READ AND UNDERSTAND THE ABOVE AGREEMENT. BY SIGNING THIS AGREEMENT, I EXEMPT AND RELEASE **BOB’S FREE BIKES**, ITS DIRECTORS, OFFICERS, EMPLOYEES, VOLUNTEERS AND MEMBERS, FROM ALL LIABILITY OR RESPONSIBILITY WHATSOEVER FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH AS A RESULT OF ACCEPTING AND RECEIVING DONATED BICYCLE(S), HOWEVER CAUSED, INCLUDING, BUT NOT LIMITED TO PRODUCT LIABILITY OR NEGLIGENCE OF ANY PARTY.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bike #/Bike #s\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Recipient: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Bob’s Free Bikes \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_