

## AGREEMENT

Storytime Crafts, Inc. ("Storytime") has agreed to give away a limited number of bicycles to Partner Organization for the purpose of enabling Partner Organization to provide the bicycles to their members for their own personal use. While Storytime may engage a third party mechanic to inspect and tune-up the bicycles, Storytime has not independently verified the condition of the bicycles and makes no representation or warranties about the safety or condition of the bicycles or the workmanship of the mechanic. In consideration of receiving bicycles under this program, you hereby acknowledge and agree with the statements set forth below.

You, as duly authorized representative of Partner Organization acknowledge that:

- a) Storytime does not represent, warrant or guarantee that the bicycle is in good repair or without defects.
- b) that it is your responsibility to examine the bicycle before providing it for use to determine whether it is fit for its intended use;
- c) Once you take possession of the bicycle, Storytime owes no duty to the Partner Organization with regard to the bicycle.
- d) it is important to inform bicycle riders that there are risks inherent in riding a bicycle on busy public and private roadways, including, without limitation, the risk of serious and permanent physical injury or death and that ensuring the riders of these bicycles are wearing helmets is one of the best ways to prevent serious and permanent injuries.

Therefore, your organization agrees:

- a) to release and discharge Storytime and/or its trustees, officers, agents, employees, and representatives from any liability or responsibility for any personal or bodily injury (including death), and for any damage to or loss of property, however caused, that may be suffered as a result of, or in connection with, the furnishing of, or the use of, the bicycle, including, without being limited to, any injury, loss or damage resulting from, arising out of, or occurring in connection with the negligent acts or omissions of any employees, agents or representatives of Storytime; and
- b) not to raise any claim or institute any legal action or proceeding against Storytime and/or its trustees, officers, agents, employees, and representatives for any cause of action that may result from or arise out of or in connection with the furnishing of, donation or use of the bicycle, including, without being limited to, any cause of action that may result from or arise out of or in connection with the negligent acts or omissions of any employees, agents or representatives of Storytime; and
- c) Partner Organization understands and agrees that it will indemnify, defend (if and when requested), and hold the Storytime harmless from any and all claims, costs, payments, damages, fees, liabilities, and losses, known or unknown, which may be made by the recipient of the bicycle for the alleged negligent acts or omissions of any employees, agents or representatives of Storytime.

This AGREEMENT and all matters arising out of or relating to it will be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts, without regard to principles relating to conflicts of law. The courts of the Commonwealth of Massachusetts will have exclusive jurisdiction over the parties with respect to any dispute, controversy, or claim between them arising out of or relating to this Agreement.

Partner Organization Name: \_\_\_\_\_

Partner Organization Authorized Representative Signature: \_\_\_\_\_

Date: \_\_\_\_\_