Outdoor Resource Center Rental Agreement

Rental Pickup and Returns:
I acknowledge that all equipment is rented in 24hr periods, excluding Sundays, and is due back on the last day of the rental period by the same time the item(s) were picked up on the first day of the rental period. For equipment returned after the time due, I will be charged late fees in accordance with the daily rental rate of the equipment. I agree to return the equipment during regular business hours and understand that equipment left outside after business hours is subject to a $25 handling fee unless other arrangements are made in writing with the managers of the Outdoor Resource Center (ORC).

Risks:
I verify that I have the necessary skills to properly use the rented equipment. I also agree that I will use the equipment in a safe manner that is not contrary to recommended use or manufacturers' standards. I am aware of hazards associated with the use of outdoor equipment including, but not limited to, physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties. In addition to the hazards listed above, there may be risks specific to the use of this rental equipment, for which it was intended, which may include, among other things, those described on Exhibit "A" below.

Assumption of Risk:
I expressly agree and promise to accept and assume all of the risks associated with the use of this rental equipment and further understand that BYU-Idaho will not be held liable for any accident, personal injury, or property damage that arises from my use of the equipment.

Release and Indemnification:
Knowing the risks, understanding my responsibility and in consideration for being permitted to rent the equipment and as an inducement to BYU-Idaho to permit me to rent, I hereby, for myself, my heirs, executors, administrators, or anyone else who might claim on my behalf, covenant not to sue and waive, release and discharge BYU-Idaho, its agents, officers, volunteers, and employees from any and all claims or liability for death, personal injury or property damage of any kind or nature, and any other claims whatsoever arising out of or in any way connected with, my rental, even though liability may arise out of carelessness on the part of BYU-Idaho, including its officers, employees and volunteers.

Furthermore, I agree to hold harmless and indemnify (meaning to cover the cost of a lawsuit or damages) BYU-Idaho and its agents from any and all claims, liabilities, costs, or expenses resulting from injuries or damage to any person or property (personal or otherwise) arising from my rental of the equipment.

Care and Use of Equipment:
I accept complete responsibility for all equipment I have rented and for the use thereof. I agree to pay the rental fees and any additional charges related to rental of the equipment as determined by BYU-Idaho ORC personnel according to established policies. These additional charges may include late fees, cleaning fees, damage fees, replacement cost (full retail value), and costs of collection.

Equipment Loading:
I understand that loading any equipment onto my vehicle has the potential to cause damage to person or property during the loading, unloading, or transport of the equipment. It is my choice to have the ORC staff help load/unload the equipment and I agree to assume the responsibility for any damages. I will not hold BYU-Idaho or its staff liable for any damages to person or property that may occur due to loading, unloading, or transport of equipment.

No Warranty:
I understand there are no warranties or guarantees expressed, written, or implied with the rental of the equipment and I am renting it “as is.” I also certify I have looked over the equipment and noted any problems or defects to the rental staff.

Exhibit “A”
Paddle Sports Exhibit A

Camping/Backpacking Exhibit A
Burns from Stoves and/or Camp Fires, Exploding Fuel Bottles/Stoves, Burned Food, Dirty Water, Hypo/Hyperthermia, Insect Bites, Potential for Slips and Falling, Rock fall, Getting Lost, Lightning, Storms, Hail, Wind, Drowning, Guardia, Avalanche, Frostbite, Contact with Plants, Animals or Insects that could create hazards such as stings, allergies, animal attacks and associated disease, Wild Fire, Other Users, Falling Trees or Branches, Bear Attacks, Snakes, Temperature related illnesses, Filter Failure, Low Light Conditions, Dehydration

**Biking (Mountain, Road, Cruiser) Exhibit A**
Mechanical Failure Leading to Crashes, Steep Descents, Vehicles, Flat Tires, Poor Riding Skills, Technical Terrain, Low Light Conditions, Weather (wind, rain, lightning, hail, snow, fog, clouds), Mud, Snow, Temperature Related Illness, Transportation, Insects and/or Animal Bites, Getting Lost, Dehydration, Not Wearing a Helmet, Other Riders

**Rock Climbing & Mountaineering Exhibit A**
Falling, Poor Belay Skills, Falling Rock or Ice, Slips, Falls, Rope Entanglements, Avalanche, Punctures from Ice Axes or Crampons, Weather (wind, rain, lightning, hail, snow, fog, and clouds), Other Users, Joint Injuries, Sun Burn, Equipment Loss, Temperature Related Illness, Impalement, Equipment Failure

**Snow Sports Exhibit A**
Slips, Falls, Uncontrolled Descents, Collisions with Trees, Rocks, People or other hard objects, Avalanche, Hypothermia, Getting Lost, Sun Burn, Weather (wind, snow, sleet, fog, cold) Frostbite, Cold Weather Injuries, Uncontrolled Sliding, Bumps, Concussions, Scrapes, Bruises, Lost/Broken Equipment

Alpine Systems, Snowboarding, X-C, and Helmets Warning/Liability Release & Agreement Not to Sue

I have received the equipment listed on this agreement and have been instructed on its use. I verify that the personal information (height, weight, age, skier classification) on this ticket is correct. If at any time I feel the equipment is not functioning properly, I will stop using it and return it for inspection, repair or adjustments.

I understand and agree that skiing, snowboarding and other winter sports are HAZARDOUS activities, that INJURIES from various causes are an INHERENT RISK of participating in these activities, and that injured to any or all parts of my body are COMMON AND ORDINARY OCCURRENCES during these activities. I freely accept and ASSUME ALL RISKS OF INJURY OR DEATH that may occur while using this equipment.

**ALPINE SYSTEMS:** I have confirmed that the visual release indicators on the alpine ski bindings are the same as those designated on this ticket. I understand and agree that alpine ski/boot/binding systems CANNOT RELEASE or RETAIN in all situations where release or retention may prevent injury, that they therefore CANNOT GUARANTEE MY SAFETY, and that undesired release or retention are inherent risks of skiing.

**SNOWBOARDS AND X-C:** I understand that the binding systems on snowboards and cross-country skis are NOT INTENDED TO RELEASE in a fall or upon impact.

**HELMETS:** I understand and agree that no headgear can protect against all foreseeable impacts, that skiing and snowboarding can expose the user to forces which exceed the limits of protection offered by this helmet, that helmets do not guard against injury to the neck, spine, face or any other part of the body, and that these features are inherent risks of skiing and snowboarding. Helmets must be properly fitted to each user, and I agree that this helmet had been properly fitted by the provider. I warrant that the helmet is comfortably snug and that when I fasten the chin strap and shake my head there is no significant movement of the helmet. I agree that if the helmet is damaged or involved in any kind of accident, I will stop using it immediately, return it to the shop and report the accident or damage.

To the fullest extent allowed by the law, I agree to RELEASE FROM LIABILITY, and to INDEMNIFY AND HOLD HARMLESS the Rossignol Group, and all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sport area, shop or service technician, and their owners, agents, employers and employees for any injuries, damages or death related to the use of this equipment. I FURTHER AGREE NOT TO MAKE A CLAIM OR SUE FOR INJURIES OR DAMAGES RELATING TO THE USE OF THIS EQUIPMENT, whether such claim is based on NEGLIGENCE, breach of warranty, product defect or any other theory. I accept this equipment AS IS with no warranties, express or implied. These waivers and obligations extend to my heirs and assigns.

THIS DOCUMENT IS A LEGALLY BINDING CONTRACT which supersedes any other agreements or representations by or between the parties. It shall be interpreted to provide as broad and inclusive a release of liability as is legally possible, but is not intended to assert any claims or defenses which are prohibited by law. If any part of this agreement is deemed void or unenforceable, the remainder shall be given full force and effect. The specific rights of the parties under this contract may vary from state to state.

If this equipment is to be used by someone other than me, I certify that I am signing it as agent, parent or legal guardian for the user and that I will provide this form and all warning and information to the user.

By signing the signature pad, I represent that I have read, understood and agree to the above conditions. My signature indicates that all information provided on the rental sheet is true and correct.