

## ORC Rental Agreement and Contract

### **Rental Pickup and Returns:**

I **acknowledge** that all equipment is rented by the business day, excluding Sundays, and is due back by close of business on the last day of the rental period. For equipment returned after the time due, I will be charged late fees. Late fees are billed at the additional 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). I also acknowledge that there are no refunds for early returns due to weather, change of plans, or any other reason outside the control of the 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, hyper/hypo-thermia, drowning, unpredictable currents, hydraulics, strainers, sweepers, weirs, foot entrapments, pins, swimming in calm and turbulent water, self-rescue, manmade hazards, under-cut rocks, entanglements, high water, flips, burns from stoves, fires, fuel or sun, inclement weather, falling trees, branches, rocks or other objects, Guardia, drinking contaminated water, frostbite, avalanches, contact with plants, animals, or insects that could create hazards such as stings, allergies, bites, and diseases, wild fires, other users, low light conditions, dehydration, lost equipment, mechanical failures, flats, crashes, falls, steep descents, uneven and technical terrain, mud, dust, debris, transportation to and from venues, not wearing a helmet, uncontrolled slips and falls, poor belay skills, punctures from ice axes, crampons, or other objects, equipment failure, uncontrolled falls, slips or sliding on snow and/or ice, and getting lost.*

### **Alpine Systems, Snowboarding, X-C, and Helmets Warning:**

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 that 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.

**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, the Rossignol Group, and all other manufacturers and distributors of the equipment provided to me under this agreement, any involved winter sports area, shop or service technician, and their owners, agents, employers 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 the 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 costs (full retail value), and costs of collection. I also acknowledge that there are no refunds for early returns due to weather, change of plans, or any other reason outside the control of the ORC.

**Equipment Loading:**

I understand that loading any equipment onto my vehicle has the potential to cause damage to a 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.

**Acknowledgment of Receipt of Goods**

I the undersigned verify that I have received all of the goods indicated on the final sales receipt and that I have checked to make sure that the quantities indicated on the sales receipt match what is in my possession. I understand that I will be **financially responsible** and **authorize any additional charges** for any missing or damaged items when I check in the equipment. I also certify that I have looked over the equipment and noted any problems or defects to the rental staff.

**Severability:**

If any of the provisions of this agreement are found to be unenforceable, void, or waived, the remaining clauses shall remain binding and in full force and effect.

**Choice of Law and Forum:**

Any dispute arising out of this agreement or out of the use of the rented equipment shall be subject to the laws of the State of Idaho, without giving effect to the choice of law principles; and the parties agree to bring any action for legal enforcement in the courts for Madison County, Idaho.

**THIS DOCUMENT IS A LEGALLY BINDING CONTRACT** that supersedes any other agreements or representations by or between the parties. I agree that I have had sufficient opportunity to read this entire document and to ask questions. I have read and understood it, and I agree to be bound by its terms. Furthermore, I understand that by signing this I am surrendering certain legal rights. My signature indicates that I have read the contract and agree to be bound by its terms.