

## 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. I understand I will be charged late fees for returned equipment after it is due. 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. **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 use the rented equipment properly. 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 using of outdoor gear including, but not limited to: *physical or emotional injury, paralysis, death, or damage to myself, to property, or to third parties, hyper/hypothermia, 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 verified that my personal information (height, weight, age, skier classification) was correct. If I feel the equipment is malfunctioning, 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 injuries 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 indicated by the staff. 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 appropriately fitted to each user, and I agree that the provider had properly fitted this helmet. 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 accidents, 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 risks associated with using this rental equipment. I also understand that BYU-Idaho will not be held liable for any accident, personal injury, or property damage arising 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 allow me to rent, I hereby, for myself, my heirs, executors, administrators, or anyone else who might submit a claim on my behalf, **covenant not to sue** and waive, release and discharge BYU-Idaho, its agents, officers, volunteers, and employees, from 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 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 its use. I agree to pay the rental fees and any additional charges related to the equipment rental as determined by BYU-Idaho ORC personnel according to established policies. These additional charges may include late payments, cleaning fees, damage fees, replacement costs (full retail value), and collection costs. 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. I may choose 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 persons or property that may occur due to loading, unloading, or transport of equipment.

**No Warranty:**

**I understand** that no warranties or guarantees are expressed, written, or implied with the equipment rental, and I am renting it "as is." I also certify that I have assessed 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 ensure that the quantities shown on the sales receipt match what is in my possession. I understand that I will be **financially responsible** and **authorize any additional charges** for missing or damaged items when I return 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 agree to its terms. I understand that I am surrendering certain legal rights by signing this. My signature indicates that (1)all of the information provided is true and correct, (2) I have read the rental contract and agree to be bound by its terms, and (3) I received the abovementioned equipment, looked over it, and reported any problems to the staff. Furthermore, I, the undersigned cardholder, authorize the BYU-Idaho Outdoor Resource Center to charge my payment card for **damages, replacement costs, late fees, leaving items at the ORC during non-business hours, service charges, cleaning fees, and missing equipment** in accordance with my signed rental agreement.

I understand that the ORC rental system saves a token of my payment card and that my card may be charged with or without my presence for any of the abovementioned charges.