



Outdoor Programs Rental Shop
 Utah State University
 7200 Old Main Hill
 Logan, UT 84322
 435-797-3264
 website: op.usu.edu
 email: ORP@usu.edu

<<RENTER INFO>>	<<ORDER INFO>>
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<<ITEM DESCRIPTION AND COSTS>>

RENTAL AND LIABILITY WAIVER AGREEMENT

THIS IS A CONTRACT. PLEASE READ CAREFULLY BEFORE SIGNING.

Renter, on behalf of Renter and Renter’s heirs, assigns, personal representative, and estate, hereby agrees as follows:

1. **Reservations.** Reservation of equipment requires payment at the time of reservation. A reservation may be cancelled at any time; however, NO refund or credit will be issued except as follows: (a) cancellation of a reservation for bikes, rafts, paddleboards, and AT/alpine skis must be made more than ten (10) business days prior to the pick-up date to receive one of a 90% refund OR a 100% in-store credit; and (b) cancellation of a reservation for any other equipment (not set forth above) must be made more than two (2) business days prior to the pick-up date to receive one of a 90% refund OR a 100% in-store credit.
2. **Transport.** Unless Renter has paid for delivery, Renter shall take full responsibility for the safe and secure transport of the rented equipment (e.g. bikes should be transported on a rack, and no ratchet straps should be used) and agrees to pay an additional fifty-dollar (\$50) fee for any equipment loaded or transported improperly.
3. **Inspection.** At the time of pick up, Renter shall be responsible for examining the equipment and ensuring that the equipment is in good condition and fits the Renter’s intended purpose. Renter acknowledges that the equipment is used equipment and is provided “as is.” By accepting the equipment, Renter represents that he/she has inspected the equipment and deems the equipment sufficient to serve Renter’s intended purpose. At the time of pick up, Renter retains the right to have any specific equipment replaced or and obtain a refund (if replacement is unavailable) if said equipment is materially flawed.
4. **Loss and Damage.** Renter shall be fully responsible for any loss or damage to the rented equipment and agrees to pay for any repair or replacement cost up to the full retail value of any damaged or lost equipment. Outdoor Programs is solely responsible for assigning repair/replacement charges. Renter will not make field repairs to the equipment beyond what is necessary for evacuation or emergency purposes and agrees to pay an additional minimum fifty-dollar (\$50) fee for any field repairs deemed unnecessary by Outdoor Programs.
5. **Refunds.** Refunds will NOT be issued due to inclement weather, non-use of rented equipment by Renter, or for any other reason, except in keeping with Section 1 on Reservations.
6. **Returns.** Renter shall return the equipment clean and in good working order. Renter shall return the rented equipment at least one (1) hour prior to the Rental Shop closing on the due date indicated (except that all rafting equipment is due by 2:00 p.m. on the due date). Rental Shop hours may be subject to change during holidays and special events. Renter agrees to pay an additional fifty-dollar (\$50) fee for any equipment left outside of the Rental Shop after closing and an additional fifty-dollar (\$50) fee to cover cleaning costs of any dirty equipment.
7. **Late Fees.** If the equipment is returned late, then Renter agrees to pay either (i) a late fee equal to 150% of the standard rental rate for any additional term; or (ii) 150% of any third-party reservation period if the Renter’s late return of the equipment results in the Rental Shop being unable to fulfill a third-party reservation of the same equipment. If the equipment is ten (10) business days or more late the Outdoor Programs may file criminal charges. Fees left unpaid for more than twenty (20) business days will result (a) for USU students, in a registration hold placed on the student's transcript and (b) for non-students, in the fees being forwarded to a collection agency (with any collection fees being the responsibility of the Renter).
8. **Acceptance of Risks and Responsibility.** Renter acknowledges that using rented outdoor equipment is inherently hazardous and includes certain risks which may result in loss or damage to property or injury, illness, or death to Renter or others. Renter understands that these risks may be known or unknown, identified or unidentified, and anticipated or unanticipated. Renter voluntarily accept the risks and dangers associated with use of the rented equipment and agrees to be personally liable for any damages that occur as a result of Renter’s use of the rented



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equipment. Renter agrees to adhere to appropriate safety standards associated with the rented equipment to ensure the safety of Renter, third parties, and associated property.

9. Release. Renter hereby voluntarily releases and forever discharges Utah State University, its agents, officers, employees, devisees and assigns and the Board of Regents of the State of Utah (hereafter collectively, "USU") from any and all liability, claims, demands, attorney fees, actions, or rights of action which are related to, arise out of, or are in any way connected with Renter's use of the equipment, including specifically, but not limited to, the negligent acts or omissions of USU for any and all bodily injury, death, illness, disability, or damage to myself or to Renter's property. Renter agrees that USU is not liable for risks, negligent acts, or any other liability that may arise in connection with Renter's use of the equipment.

10. Indemnification. Renter hereby agrees to hold harmless and indemnify USU against any and all losses, liabilities, or claims arising out of or connected to Renter's use or any third-party use of the equipment during the rental period. The indemnification obligations outlined herein extend to any and all costs and expenses, including attorney fees, incurred by USU in connection with any such loss, liability, or claim.

11. Governing Law and Jurisdiction. The laws of the state of Utah shall govern the validity, construction, and enforceability of this Agreement, without giving effect to its conflict of laws principles. All suits, action, claims and causes of action relating to the validity, construction and enforcement of this Agreement.

12. Acknowledgement of Effect of this Agreement. Renter understands and acknowledges that by signing this Agreement, Renter is agreeing to be bound by its terms and conditions and hereby warrants that Renter is at least eighteen (18) years of age. Renter acknowledges that by this Agreement, Renter has freely and voluntarily (a) given up certain legal rights and/or possible claims that Renter might otherwise assert or maintain against USU, including specifically, but not limited to, rights arising from or claims for the negligent acts or omissions of USU; and (b) assumed responsibility and legal liability for the claims or other legal demands, including defense costs, which may be asserted by third parties against me as a result of Renter's use of the equipment. RENTER'S SIGNATURE BELOW INDICATES THAT RENTER HAS READ THIS ENTIRE AGREEMENT, UNDERSTAND THAT IT AFFECTS RENTER'S LEGAL RIGHTS, AND UNDERSTAND THAT IT WAIVES RENTER'S RIGHT TO SUE USU.

Renter Name

Signature

Date

Address (Street, City, State, Zip Code)

Phone Number

Email

A-Number (if available)