

School Community Youth Collaborative dba Onward!

A legacy Foundation:Equipment Rental & Liability Release Agreement

Definition of Organizations working together:

Acknowledgment of Personal Information

I, the undersigned individual, have accurately represented the rental agreement listed information and it is true and correct. I will not use any of the equipment to be provided to me during this transaction until I have received instruction on its use and I fully understand its use and function.

Equipment Rental & Liability Release Agreement

I accept for use AS IS the equipment on this form and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at the full value of any equipment rented under this form, but not returned to ***the Gear Lending Library***. I agree to return all rental equipment by the agreed-upon date.

Rentals returned that are broken, damaged, missing parts, or otherwise abused will be assessed repair charges or replacement charges that I will be liable for unless due to manufacturer warranty. In addition, rentals that are not returned on time will be charged the daily rate until the return ship date. For special circumstances, call us in advance to make arrangements.

I understand that *use of the Gear Lending Library gear* involves the inherent risk of INJURY and DEATH. I VOLUNTARILY AGREE TO EXPRESSLY ASSUME ALL RISKS OF INJURY OR DEATH that may result from my use of the Gear Lending Library gear, or which relate in any way to the use of this equipment.

I understand that a helmet designed for SKATEBOARDING, BIKING, or SCOOTERS will help reduce the risk of some types of injuries to the user at slower speeds. I recognize that serious injury or death can result from both low and high energy impacts, even when a helmet is worn or other safety precautions are taken.

I AGREE TO RELEASE AND HOLD HARMLESS and fully indemnify *Gear Lending Library*, its employees, owners, affiliates, agents, officers, directors, and the equipment manufacturers and distributors, and their successors in interest (collectively

"PROVIDERS"), from all liability for injury, death, property loss and damage which results from the equipment user's participation in the use of the Gear Lending Library gear for which the equipment is provided, or which is related in any way to the use of this equipment, including all liability which results from the NEGLIGENCE of PROVIDERS, or any other person or cause.

I further agree to defend and indemnify PROVIDERS for any loss or damage, including any that results from claims or lawsuits for personal injury, death, property loss and damage related in any way to the use of this equipment or other individuals use of the equipment I rented under this agreement. This agreement is governed by the applicable law of this state. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

I HAVE READ AND UNDERSTAND THIS EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT. I HAVE ALSO READ AND WILL ABIDE BY ANY AND ALL WARNINGS PROVIDED WHEN I RECEIVED MY RESERVATION CONFIRMATION VIA EMAIL.

Name: _____ Date: _____

Signature: _____ Date: _____