

RENTAL AGREEMENT AND RELEASE

I desire to rent outdoor equipment from Loyola University of Chicago, Office for Outdoor Experiential Education (Loyola) for personal use pursuant to the terms of this Agreement.

**Initial below to indicate that you have read, understood, and agree to the section following your initials.
For participants under the age of 18, both the renter and the parent/guardian should agree to each section.**

Disclosures

___/___ I agree for use “as is” the equipment listed on the rental receipt and accept full responsibility for the care and security of the equipment while in my possession, from the time I leave Halas Recreation Center until I return the equipment.

___/___ I understand and acknowledge that there are inherent dangers and hazards 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. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity. I understand that injuries are a common and ordinary occurrence of these activities, and I freely assume those risks. In no way does specialized rental equipment guarantee my safety during outdoor activities, on a trip, excursion, or event, and I will seek proper training and preparation before using such specialized equipment. I further understand that Loyola does not warrant the equipment, nor provide any guarantees as to performance of the same.

___/___ I understand and acknowledge that it is the responsibility of the renter to know how to use the equipment. I acknowledge that I have the necessary skills to use the equipment properly. The renter may ask a staff member for clarification about the proper use of equipment; however, the staff member explanation is not a substitute for proper training from a certified instructor.

___/___ I agree to act in a responsible and safe manner while using rented equipment and that I will use each piece for its intended purpose only as outlined by the manufacturer. I am also aware that misuse of the equipment could endanger myself and/or others. I understand that manuals provided by the equipment manufacturers are available upon request for free. These manuals may contain vital information about the safe operation and use of the rental equipment; renters are strongly encouraged to borrow and become familiar with these manuals.

___/___ I certify that I have adequate insurance to cover any injury or damage I may cause or suffer while using the rental equipment, and I agree to assume any and all financial responsibility of such injury or damage myself. I further certify that I am willing to assume the risk of these activities under any medical or physical condition I may have.

___/___ I agree to reimburse Loyola for any loss or damage of any kind other than reasonable wear and tear which results from the use of this equipment. The minimum fee for repairs is \$10.00 and may exceed that based on the severity of the damages. If not repairable or lost, the charge to me will be at full replacement value.

___/___ I understand and acknowledge that no equipment will be considered returned until it is inspected by rental program staff.

___/___ I understand and acknowledge that for equipment to be considered returned, it must be physically returned to rental program staff during regularly scheduled hours or by appointment, and any damage or cleaning fees must be paid.

___/___ I certify that I have read and understood the Equipment Rental Policies document and am bound by the policies and procedures set forth by the Office for Outdoor Experiential Education.

General Release

____/____ I am aware that by signing this Agreement and renting outdoor equipment, I am waiving and releasing all claims arising out of its use.

____/____ In consideration for my voluntary use of Loyola equipment,

- (i) **I hereby assume all risks of injury which may result from my equipment rental; and**
- (ii) **I agree to waive, indemnify, hold harmless, release and discharge Loyola, its affiliates and subsidiaries, and their respective trustees, officers, employees, representatives, agents, volunteers, successors and assigns (“Releasees”) from any and all actions, causes of action, suits, claims, damages and expenses whatsoever for any injury, loss, damage, accident, inconvenience, or expense, present or future, relating to or arising from my voluntary equipment rental and outdoor activities.** It is my express intent that this Agreement and Release shall bind the members of my family and any of my heirs, assigns, or personal representatives and shall be governed by the laws of the State of Illinois.

I certify that I have read, understood, and intend to be bound by the foregoing and am participating in the Loyola University of Chicago Office of Outdoor Experiential Education rental program of my own free will. I agree to retain the right and responsibility to choose and direct my own level of participation.

Printed Name

Date

Signature (minors must sign)

Parent/Guardian Agreement and Release

(For Renters under 18 Years of Age)

The undersigned is the parent or legal guardian of the above participant in the Loyola University of Chicago Outdoor Experiential Education rental program. I am over the age of 18, have read and understood this Agreement and Release, and am voluntarily allowing the rental of the outdoor equipment. On behalf of the renter, I am assuming all risks associated with the rental and agree to be bound by the terms of this Agreement and Release.

Printed Name

Date

Signature

Relationship to Participant

Use of Loyola outdoor equipment is completely voluntary. Individuals rent at their own risk and assume responsibility for their own health, safety and medical expenses. Loyola University of Chicago is not liable for injuries sustained during the rental. It is strongly recommended that all participants consult a physician and/or have a physical exam prior to participation in outdoor experiences. Loyola University of Chicago does not provide personal accident/health insurance to participants.