

Outdoor Resource Center Rental Policy and Agreement

1. **Rental Pickup and Returns:** I acknowledge that all rentals are applied in 24hr units, excluding Sundays, and are due back on the last day of the rental period by the same time the item(s) were picked up on the first day of the rental period or I will be charged late fees in accordance with established policy. 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).
2. **Risks:** I acknowledge that I have the necessary skills to properly use the rented equipment. I also represent 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.
3. **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.
4. **Release and Indemnification:** I agree to hold harmless and indemnify 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 use or my permission (expressed or implied) to allow another to use the equipment.
5. **Care and Use of Equipment:** I accept complete responsibility for all equipment listed above and for the use thereof. I agree to pay the rental fees and any additional charges related to 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 cost (full retail value), and costs of collection.**
6. **Equipment Loading:** I understand that loading any equipment on to my vehicle has the potential to cause damage to person or property during the loading, unloading, or transport of the equipment. It is my choice to have the ORC staff help to 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.
7. **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.**