

UMW Outdoor Recreation
Terms of Equipment Rental Agreement

1. Eligibility. All Renters must be University of Mary Washington currently enrolled students, faculty, staff, alumni, or affiliates who are eighteen (18) years or older. A current, valid EagleOne I.D. is required in order to rent any equipment. No equipment will be rented without a valid Equipment Rental Agreement.

2. Reservations. Although not required, reservations can be made online in our website. Reservations can be made up to two weeks in advance. Equipment will be rented out on a first come, first serve basis. Reservations may be cancelled at any time prior to pick-up. If reserved equipment is not checked out at the agreed upon time of pick up, the reservation will be cancelled. We do not charge cancellations fees on any reservations.

3. Rental Period. The Rental Period shall cover all the time from the date of pick up to the date of return. The Rental Period for this rental is from [redacted] until [redacted].

4. Due Dates and Payment. All equipment is due on the dates specified in the rental contract. The equipment must be checked into the Outdoor Recreation Program Office during the posted business hours. Payment is due at the time of pick-up.

5. Late Fee. A late fee of 200% of the daily rental rate will be assessed per item for each day an item is late. Items can be returned any time until 15 minutes before the fitness center closes on the day they are due without incurring a late fee. Items returned within 15 minutes of closing or on the following day(s) will incur a late fee per day of 200% the daily rental rate.

6. Unattended Fee. Equipment left unattended by Renter at the Fitness Center will incur a fee of \$25.

7. Inspection. It is recommended the Renter inspect any item before renting. Space is provided at the end of this form to list concerns with equipment.
Renter Initials: [redacted]

8. Damage and Replacement Fee. All equipment must be returned organized, clean, dry, and in the same condition as when it was loaned. Upon return of the equipment, the condition of the equipment will be inspected. The Renter shall be liable for any damage that occurs to the equipment while in his/her possession. The extent and existence of damage to the equipment will be determined at the sole discretion of UMW Outdoor Rec. If any part of equipment is damaged, lost, and/or rendered permanently unusable, Renter will be charged the full replacement price. If a part is broken or lost and can be replaced, the cost of the part will be assigned as a damage fee.

9. Cleaning Fee. A ten dollar (\$10) cleaning charge will be applied to each item of equipment that is returned wet or excessively dirty. Renters are strongly encouraged to clean off and dry all rented equipment items.

11. Consequences of Failure to Pay Fees. Failure to pay any fees agreed upon in this Rental Agreement will result in the following consequences. Renter will be barred from participation in all activities associated with Campus Recreation until fees have been paid. Campus Recreation activities include but are not limited to: Participation in Outdoor Recreation events and trips, renting equipment from Outdoor Recreation, participation in Intramural Sports, participation in Group Fitness classes, and use of the Fitness Center. Additionally, if Renter is a student, a hold will be placed on their student account until fees are paid.

10. Indemnification. Renter acknowledges that there are no warranties applicable to the equipment rented from UMW Outdoor Rec whether expressed or implied. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the Renter accepts the equipment AS IS. In addition, The University of Mary Washington cannot be held liable for injuries sustained to Renter while using, transporting, or handling rented equipment. It is the responsibility of the Renter to obtain and follow proper instruction on the safe use of any rented equipment. The Renter holds him/herself completely responsible for any consequences arising from the use of this equipment. The Renter understands that the use of recreational outdoor rental equipment involves risk, including risk of serious bodily injury, property damage, or even death. In consideration for being able to use The University of Mary Washington Outdoor Recreation's equipment, Renter assumes these risks and indemnifies and holds harmless the University of Mary Washington, Commonwealth of Virginia, and their officers, employees, and agents from any claim, damage, liability, injury, expense, or loss including attorney's fees arising from use of The University of Mary Washington's recreational equipment, including any claims that Renter's heirs may have in case of Renter's death.

11. Sovereign Immunity. Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

Renter Inspection Notes:

I have read and agree to the above Terms of the rental agreement.

Signature: _____ Date: _____

Name: _____