

School of Outdoor Recreation, Parks, and Tourism ("ORPT")
EQUIPMENT RENTAL AGREEMENT
(the "Agreement")

PLEASE BE AWARE: By signing this Agreement (1) YOU ACKNOWLEDGE AND ASSUME THE RISKS associated with the equipment that you rent, (2) YOU WAIVE CERTAIN LEGAL RIGHTS – including the right to sue ORPT and Lakehead University, and (3) YOU INDEMNIFY ORPT AND LAKEHEAD UNIVERSITY.

In consideration of Lakehead University's renting to me ORPT equipment (the "Equipment"),

I _____ agree to all of the following:
[Name]

Rental Terms and Conditions:

- (1) **Reservation of Equipment:** Equipment may be reserved in advance by payment of a non-refundable deposit equal to one half day rental fee. The reservation deposit will be applied toward the rental fee.
- (2) **Damage Deposit:** A damage deposit may be required for some items. This deposit is fully refundable, less the cost of any damage, upon the return of the Equipment.
- (3) **Cancellation and Refunds:** A refund of prepaid fees (less the reservation deposit) will be given, provided the cancellation is made prior to the arranged Equipment pickup time. Reservation deposits are non-refundable.
- (4) **Equipment Pick Up:** Photo ID (LU student, staff card, driver's licence etc.) is required when picking up Equipment. Unless prior notification to the contrary is received, only the borrower may pick up Equipment. It is the responsibility of the borrower to check that the Equipment is in good condition. Please ensure that the inventory numbers match those on the ORPT sign-out sheet.
- (5) **Equipment Return:** All Equipment is to be returned by the date and time specified by ORPT. Equipment is expected to be returned clean and dry and in good condition.
- (6) **Early Returns:** Equipment may be returned at any time prior to the date and time specified by ORPT. A refund may be issued, upon request, for the balance of the rental fee on Equipment returned more than one half day prior to the agreed time and date.
- (7) **Late Returns:** A penalty equal to a full day rental fee will be assessed for each full or part day that the Equipment is returned after the contracted date and time.
- (8) **Lost or Damaged Equipment:** The borrower is responsible for the full cost of replacing/repairing lost, stolen or damaged Equipment. Normal wear and tear are expected, but please take care of the Equipment so that you and others may enjoy it in the future. Please let us know when an item is no longer functioning properly.

Assumption of Risk: I understand that the risk of personal injury or death is inherent to some degree in all outdoor activities and in the use of related Equipment. **ORPT has identified to me, and I understand, all the risks associated with the Equipment I am renting, and I ACCEPT FULL RESPONSIBILITY FOR THESE RISKS and the possibility of personal injury, death, property damage or loss resulting from my possession and/or use of the Equipment.**

Waiver of Claims: I agree to WAIVE ANY AND ALL CLAIMS THAT I HAVE OR MAY HAVE IN THE FUTURE AGAINST ORPT, LAKEHEAD UNIVERSITY AND EVERYONE ASSOCIATED WITH ORPT AND THE UNIVERSITY (THE "RELEASEES") with respect to the Equipment.

Release: I agree to RELEASE THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY LOSS, DAMAGE, INJURY, DEATH OR EXPENSE that I may suffer, or that my next of kin may suffer, as a result of my possession and use of the Equipment due to any cause whatsoever, INCLUDING NEGLIGENCE, BREACH OF CONTRACT, OR BREACH OF ANY DUTY OF CARE ON THE PART OF THE RELEASEES.

Indemnity: I agree to HOLD HARMLESS AND INDEMNIFY THE RELEASEES FROM ANY AND ALL LIABILITY FOR ANY DAMAGE TO THE PROPERTY OF, OR PERSONAL INJURY TO, ANY THIRD PARTY, resulting from my possession and/or use of the Equipment.

I HAVE READ AND UNDERSTOOD AND INTEND TO BE BOUND BY THIS AGREEMENT IN ITS ENTIRETY. I EXECUTE THIS AGREEMENT VOLUNTARILY.

Signature

Date

Witnessing Signature of ORPT Representative

Date