

EQUIPMENT RENTAL & LIABILITY RELEASE AGREEMENT

THE TRUSTEES OF UNION COLLEGE IN THE TOWN OF SCHENECTADY IN THE STATE OF NEW YORK a/k/a
UNION COLLEGE

PLEASE PRINT

<i>Last Name</i> _____	<i>First Name</i> _____	<i>Middle Initial</i> _____
<i>Address</i> _____		
<i>City</i> _____	<i>State</i> _____	<i>ZIP</i> _____
<i>Phone No.</i> _____	<i>Driver's License No.</i> _____	

RENTAL EQUIPMENT LIST

RETURN DATE

<i>RENTAL EQUIPMENT LIST</i>	<i>RETURN DATE</i>

In consideration of the rental to me of the listed equipment, I hereby agree as follows: (1) I accept for use **as is** the equipment listed on this form, and accept full financial responsibility for the care of the equipment while it is in my possession; (2) I will be responsible for the replacement at full value of any equipment rented under this form, but not returned to the College; (3) I agree to return all rented equipment by the agreed date; (4) If at any time this equipment does not seem to be working properly, I will stop using it immediately and return it for inspection and possible replacement, repair or adjustment.

I understand that climbing, hiking, and other recreational activities involve inherent and other risks, dangers, and hazards which can result in serious **personal injury or death**. I voluntarily agree to expressly assume and accept any and all known and unknown risks of injury or death that may result from climbing and/or hiking or which relate in any way to the use of this equipment. I further recognize and acknowledge that the risks inherent to climbing and hiking can be greatly reduced by **using common sense at all times**.

I agree to release, whether in the present or in the future, to the fullest extent allowed by law, the Union College, its Trustees, employees, officers, and administrators (collectively "**Providers**"), from all liability for injury, death, property loss, and damage which may result from the use of the equipment in climbing or hiking or is in an way related to the use of this equipment.

I further agree to defend and indemnify **Providers** for any loss or damage, including any that results from third party claims or lawsuits for personal injury, death, and property loss and damage related in any way to the use of this equipment.

This Agreement is governed by the laws of the State of New York. This document is a **legally binding contract** which supersedes any other agreements or representations by or between the parties and which is intended to provide a comprehensive release of liability but is not intended to assert any claims or defenses which are prohibited by law. If any provision of this agreement is determined to be unenforceable, all other provisions shall be given full force and effect.

Binding Effect of Agreement: In the event of my death or incapacity, this Agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns, and representatives.

Entire Agreement: In entering into this Agreement. I am not relying upon any oral or written representation other than what is set forth in this Agreement and the Instruction Manual provided to me with the equipment, if any.

Acknowledgement of Personal Information & Equipment Instructions: I have accurately represented the above listed information, and it is true and correct.

I, the undersigned, have read and understood and agreed to this equipment rental & liability agreement.

Parent / Guardian: If equipment user is a minor, I verify that I am the parent or guardian of the equipment user, and I have the authority to enter into this Agreement on behalf of the equipment user, and I agree to be bound by the terms and conditions of this Agreement.

Equipment User

Parents / Guardians

Signature _____
Print Name _____
Date _____

Signature _____
Print Name _____
Date _____

Deposit \$ _____
Cash _____ *Check* # _____
Deposit Returned *Signature* _____ *Date* _____

Signature _____
Print Name _____
Date _____