

**Outdoor Adventures (OA)
Terms of Equipment Rental Agreement**

1. All Renters must be George Mason University currently enrolled students, faculty, staff, or alumni eighteen (18) years or older. A current valid Mason I.D. or driver's license is required in order to rent any equipment.
2. **Reservations.** Reservations need to be made in person at least 24 hours prior to the anticipated rental date. Equipment will be rented out on a first come, first serve basis.
3. **Rental Period.** The Rental Period shall cover all the time from the date of pick up to the date of return.
4. **Due Dates and Payment.** All equipment is due on the dates specified in the itemized OA rental form. The equipment must be checked into the Outdoor Adventures Program Office during the posted business hours.
5. **Late Fee.** A late fee of five dollars (\$5) or 100% of the daily rental rate, whichever is greater, will be assessed per item for each day an item is late.
6. **Inspection.** It is recommended the Renter inspect any item before renting the item. Renter Initials: _____.
7. **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 the equipment manager of OA. 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.
8. **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.
9. **Indemnification.** Renter acknowledges that there are no warranties applicable to the equipment rented from the OA whether express or implied. THERE IS NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE and the Renter accepts the equipment AS IS. In addition, George Mason University 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 George Mason University's Outdoor Adventure's equipment, Renter assumes these risks and indemnifies and holds harmless the University, 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 George Mason University's recreational equipment, including any claims that Renter's heirs may have in case of Renter's death.
10. **Sovereign Immunity.** Nothing in this Agreement shall be deemed a waiver of the sovereign immunity of the Commonwealth of Virginia.

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

Signature: _____

Date: _____

Name: _____