



Gear Rental and Responsibility Agreement

I, _____ (Name, please print) acknowledge that I am a member of the Rensselaer Outing Club (ROC) in good standing. Being a member of the club allows me the opportunity to rent equipment that will enable the pursuit of outdoor activities. I will be permitted to check out equipment that I have prior experience in using, and understand the associated risks involved. I understand that technical equipment for Rock Climbing, Ice Climbing, Caving, and Whitewater Sports will not be permitted on personal trips (not official ROC trips).

Renting Gear:

I understand that gear will be rented out for a period of One Week. After one week, I will receive email correspondence from the Pit Manager that my equipment is now overdue. I will not be able to rent any more gear until the overdue item(s) are returned. If I do not turn in my rented item(s) by the rental due date, a late fee of \$20 will be charged to my student bursar account for any overdue gear, and \$20/week thereafter for unreturned gear. Any item late by three weeks will be considered lost or stolen and my student bursar account will be charged for the full price of replacing the item, plus any associated costs. With this, items not returned in their entirety will also be considered lost, and the full replacement cost, plus any associated costs, will be charged. The Rensselaer Union has the right to charge my student bursar account for damage fees and/or the full cost of the item so that it may be replaced.

Initial: _____

Damaged Gear:

I understand that all rented ROC equipment shall be returned in the same condition as it is checked out. Wear of the equipment under normal use conditions is acceptable. Damage fees (\$20 minimum. Maximum is equivalent to the replacement cost of the item, plus any associated costs) will be assessed for each item that is damaged beyond "normal wear and tear" for the item rented and duration of the rental period. If it is found that the gear was damaged through negligent or misuse, my student bursar account will be charged for the full repair or replacement cost of the damaged item(s). I understand that concealing damage caused to any item will result in the loss of renting privileges.

Initial: _____

Renewing Gear:

I may have an opportunity to renew my rental(s) for an additional week. In order to renew the rental gear, I must bring my item(s) to Pit hours for inspection on or before the rental due date. Before any items may be re-rented, a thorough inspection by the Pit Manager or Staff will be conducted on the item(s) to establish they are clean, free from defect, and in safe, workable order. Should any item(s) be deemed unsuitable for continued rental due to cleanliness, damage, or defect, any associated fees may be applied to my student bursar account.

Initial: _____

Cleaning Fee Policy:

A Cleaning fee of \$20 will be charged for items returned dirty and in need of cleaning. I am expected to return gear in the condition it was checked out. Wet/muddy/moldy equipment and coal/food covered cookware or dishes will be charged the cleaning fee.

Initial: _____

Appealing Process:

I understand that if my student bursar account is charged for the cost of the equipment due to loss or damage, I have the right to appeal the decision. I may initiate this process by contacting the Pit Manager first for any and all appeals. Appeals will then be handled by Outdoor Programs professional staff. I understand that it is my responsibility to appeal the charge.

Initial: _____

Legal Considerations:

1. ASSOCIATED RISK

I have chosen to participate in an Outdoor Activity while using equipment that is the property of the Rensselaer Outing Club as an organization sponsored by the Rensselaer Student Union. I understand that:

- a. The sport for which I am using ROC equipment can include activities that are inherently hazardous;
- b. It is my responsibility to gauge my individual skill and knowledge when using ROC equipment. I understand that there is risk in inexperience;
- c. During my participation in the activity, I may be exposed to dangers and hazards, including equipment failures and negligence by others;
- d. As a consequence of these risks, I may be seriously hurt or disabled or may die from the resulting injuries, and my property may also be damaged;
- e. Hospital facilities, qualified medical care, and emergency medical evacuation may be limited or unavailable during portions of the activity and, where available, may be expensive; and
- f. ROC assumes no responsibility for providing medical care during the activity, and I will have to pay for any medical care and/or evacuation costs that I incur. In consideration of the permission to participate in the activity, I agree to the terms contained in this document. **Initial.**_____

2. ASSUMPTION OF RISK:

I hereby freely assume the above mentioned risks and any harm, injury or loss that may occur to me or my property as a result of my participation in outdoor activities while using ROC equipment including any risks caused by the negligence of ROC, its officers, trip leaders, contractors, and other trip participants. I am responsible for making sure that the rented equipment is in good working order before using it; I freely assume any risk that comes about from equipment failure due to wear, damage or inexperience of me or other members of the club. **Initial.**_____

3. RELEASE OF LIABILITY:

I hereby RELEASE the Rensselaer Outing Club, its officers, trip leaders, directors, vendors and contractors ("the Released Parties"), and Rensselaer Polytechnic Institute FROM ALL LIABILITIES, CAUSES OF ACTION, CLAIMS AND DEMANDS that arise in any way from any injury, death, loss or harm that occur to me or to any other person or to any property during my outdoor activity or in any way related to my outdoor activity. This release includes claims for the negligence of the Released Parties and claims for strict liability for abnormally dangerous activities. This release does not extend to claims for gross negligence, intentional or reckless misconduct, or any other liabilities that New York law does not permit to be excluded by agreement. I also agree NOT TO SUE or make a claim against the Released Parties for death, injuries, loss or harm that occurs during my activity. **Initial.**_____

4. INDEMNIFICATION HOLD HARMLESS AND DEFENSE:

I promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties (defined in Section 3) against any and all claims to which Section 3 of this agreement applies, including claims for their own negligence. I also promise to INDEMNIFY, HOLD HARMLESS AND DEFEND the Released Parties against any and all claims for my own negligence, and any other claim arising from my conduct during the activity. In accordance with these promises, I will reimburse the Released Parties for any damages, reasonable settlements and defense costs, including attorney's fees that may incur because of any such claims made against them. I agree that in the event of my death or disability, the terms of this agreement, including the indemnification obligation in this Section, will be binding on my estate, and my personal representative, executor, administrator or guardian will be obligated to respect and enforce them. **Initial.**_____

5. SEVERABILITY:

I agree that the purpose of this agreement is that it shall be an enforceable release of liability and indemnity as broad and inclusive as is permitted by New York law. I agree that if any portion or provision of this agreement is found to be invalid or unenforceable, then the remainder will continue in full force and effect. I also agree that any invalid provision will be modified or partially enforced to the maximum extent permitted by law to carry out the purpose of the agreement. **Initial.**_____

6. ATTORNEY FEES:

In any litigation in which the validity or enforceability of this agreement is contested, I agree that the prevailing party will pay all attorney's fees and costs of the parties seeking to uphold the agreement. **Initial.**_____

Conclusion:

By signing this form, I am agreeing to all above stipulations. I understand I will need to sign a new Gear Rental Form each semester before I rent any outdoor gear or equipment from the Rensselaer Outing Club.

Signature:

RIN:

Date: