Stephens County Foundation, Inc.



Equipment Rental Contract and PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION

NAME	DRIVER'S LICENSE #	
ADDRESS		
PHONE NUMBER		
EMAIL ADDRESS		
EMERGENCY CONTACT	Emer. PHONE	

Rental Agreement

(Please Read Carefully)

- 1. I agree that I am solely responsible for any damage, loss, or theft of the equipment described below (at the retail replacement or repair cost).
- 2. There is a daily late fee equal to half or full day rental fees for equipment not returned by the return date. A fee may also be assessed for equipment not returned in clean condition.
- 3. No equipment will be considered returned until it is checked in by the Tugaloo Bend Heritage Park equipment attendant.
- 4. When equipment is returned, it will be inspected by the equipment attendant.
- 5. I acknowledge by signature below that I have the necessary skills to use the equipment properly.
- 6. I agree that the equipment will be returned in the same condition as received by me, and that each item was personally inspected, examined, and found by me to be in a usable and undamaged condition when received by me unless exceptions are noted below.
- 7. I agree to pay all rental charges, collection fees, attorney fees, court costs, or other expenses involving the collection of any charges due the Stephens County Foundation as a result of any violation of this agreement.
- 8. I agree to and have signed a SCF Rental Indemnity provided to me at time of this rental.
- 9. I have signed my name below and by doing so indicate that I received the listed equipment on the date set forth, and I acknowledge that I have read and understand and agree to the terms of this rental agreement.
- 10. I UNDERSTAND ALCOHOL AND DRUG USE ARE STRICTLY PROHIBITED.

TODAY'S DATE SIGNATURE

DATE/TIME CHECKED OUT PLANNED DATE/TIME CHECK IN

QTY	ITEM	STOCK #	COST/DAY	#/DAYS	SUB-TOTAL
	Deposit				

RESERVING SCF ATTENDANT		DATE	
TOTAL RECEIVED			
DATE/TIME RETURN		_	
DAMAGE/LATE FEES ASSESSED			
COMMENTS			
RECEIVED BY	DATE		

PARTICIPANT RELEASE OF LIABILITY AND ASSUMPTION ****READ BEFORE SIGNING****

Participant Name _____ In consideration of being allowed to participate in any way with Stephens County Foundation, Inc. (SCF), its related events and activities and equipment, I the undersigned, acknowledge, appreciate and agree that:

1. The risk of injury from the activities involved in the program is significant, including the potential for permanent paralysis and death.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, or others, and assume full responsibility for my participation.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY AND HOLD HARMLESS SCF, its officers, officials, agents and or employees, other participants, sponsors, advertisers, and if applicable, owners and lessors of premises used to conduct the event (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

5. I shall obey all state, federal and local Boating Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting boats or equipment from SCF. I am solely responsible for any citation or violation occurring during the use of, or as the result of using, rental boats or equipment from SCF. I UNDERSTAND ALCOHOL AND DRUG USE ARE STRICTLY PROHIBITED.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND SIGN IT FREELY AND VOLUNTARILY WITHOUT INDUCEMENT.

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PARTICIPANT'S SIGNATURE	AGE	DATE

FOR PARENTS/GUARDIANS OF PARTICIPANT OF MINOR AGE (UNDER AGE IS AT TIME OF REGISTRATION) This is to certify that I, as parent/guardian with legal responsibility for this participant, do consent and agree to his/her release as provided above of all the Releasees, and, for myself, my heirs, assigns, and next of kin, I release and agree to indemnify and hold harmless the Releasees from any and all liability incidents to my minor child's involvement or participation in these programs as provided above, EVEN IF ARISING FROM THE NEGLIGENCE OF THE RELEASEES, to the fullest extent permitted by law.

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PARENT/GUARDIAN SIGNATURE

DATE