

## University of Colorado Outdoor Program Due Date:\_\_/\_\_/\_\_\_ Equipment Rental Agreement Expected Return Time:\_\_\_:\_\_\_am/pm

I assume full responsibility for the Outdoor Program equipment listed below. I am responsible for the proper use of the equipment rented and assume liability for all damages incurred through the use or misuse of the equipment listed on this agreement. I have read the cancellation policy and understand that no refunds will be issued once charged for early returned or unused equipment even if gear is unused or not picked up.

I agree to return all rented equipment on or before the due date <u>during Rental Center Operating Hours</u>. I understand that I am financially responsible for <u>any and all damages</u> or <u>loss of the equipment</u>, and <u>any late and/or cleaning fees</u>. I acknowledge that I will pay the University of Colorado Outdoor Program for any damages beyond normal wear and tear while in my possession, and those damages and values will be determined by the CU Outdoor Program personnel. I understand that the credit card information that I have provided will be charged for any or all of the following fees: late (*daily rental rate*), cleaning (*\$8 per item for excessive cleaning*), repair costs and/or replacement (*full price of item*). I have inspected gear prior to use to be in good condition, and I agree to the replacement charges. All charges are not contestable.

I hereby release and discharge, indemnify and hold harmless the Regents of the University of Colorado, and their member officers, agents, employees and any other persons or entities acting on their behalf, and the successors and assigns for any and all of the aforementioned persons and entities, against all claims, demands, costs and expenses, and causes of action whatsoever, either in law or equity, arising out of or in any way connected with any loss and/or bodily injury and/or disability, arising from the rental and use of this equipment.

I understand and assume all risks associated with this equipment. I agree to assume all risk of personal injury or loss, bodily injury (including death), including infectious diseases, fungal infections or bacterium from use, damage to or loss or destruction of any personal property occurring in connection with or arising out of the rental and use of this equipment. I have had sufficient time to review and seek explanation of the provisions contained above, have carefully read them, understand them fully, and agree to be bound by them.

Equipment Description			Qty.	Duration	Returned	Inspected	
Notes/problems with returned gear/rented gear w/o inv #'s etc:							
I have read the above and agre	e to the terms ar	nd condition	s stated:				
Renter's Name (print):							
Renter's Signature:			OP Staff Name (printed):				
Renter's Signature (Upon Return):			Date Returned:// Time Returned:				
			Checked in an EUSION2				
OP Staff Name (printed) Upon Return: Checked in on FUSION?							
TO BE FILLED OUT BY OP STAFF: Detach and shred upon return of gear that is clean, dry, and in good condition, and has no charges.							
Credit Card Information: Retain if Card needs to be charged for rental issues							
<u>Name:</u> <u>Email Addre</u>		<u>ss:</u>		Phone N	lumber:		
Credit Card Number: Expiration D			ate:	1	<u>CVV Coo</u>	<u>le:</u>	
			/				

## **RELEASE OF INFORMATION**

In the event that my account becomes past due, I authorize the university to release personal and financial information about my account to national credit bureaus, and others concerned with collecting the balance due.

Initials verifying that I have read and agree to these conditions.

I understand the university and/or collection agency acting on behalf of the university, may contact me regarding any outstanding balance. I authorize and give my consent for the University of Colorado Boulder and collection agencies acting on behalf of the University of Colorado Boulder to contact me via email and/or on all numbers associated with my account including my mobile phone or other wireless devices using automated telephone dialing equipment, text messaging, and artificial or prerecorded voice messages to discuss my past due account, now and in the future as they comply with the requirements of the Colorado Fair Debt Collection Practices Ace, CRS §12-14-101 et seq. I understand that I may withdraw my consent to call my cellular phone by submitting my request in writing to CU Recreation Services, or in writing to the applicable contractor or agent contacting me on behalf of the university.

Initials verifying that I have read and agree to these conditions.

## **COLORADO LAW**

I acknowledge that Colorado law applies to this agreement and that any dispute arising out of or in connection with this agreement shall be adjudicated before a court located in Boulder county or Denver county, Colorado.

Initials verifying that I have read and agree to these conditions.