



# The Athlete's Companion

## Equipment Rental Agreement

1. I, the undersigned participant, being 18 years or older or the legal guardian of participants under the age of 18, in consideration of services rendered by The Athlete's Companion, do hereby waive on my behalf and that of my heirs and executors, any and all claims, causes of actions, or demands of any kind against The Athlete's Companion, its employees, officers, consultants, and agents and the owners or lessors of premises, for any injuries, death, illness, or material loss which may occur from participation by myself and those under my legal guardianship in any activities led, guided, or instructed by The Athlete's Companion's officers, agents, employees or consultants, and through the use of equipment and facilities provided by The Athlete's Companion.
2. I understand that recreational endeavors such as mountain biking, cycling, swimming, running, kayaking, and hiking are, by nature, inherently dangerous and that with each of those activities comes risk of injury, death, social or economic losses. I understand and agree that for the duration of my activities with The Athlete's Companion, I am fully responsible for my health and safety, as well as the health and safety of those under my legal guardianship, and I accept and assume all responsibility for injury, death or property damage arising from participation in these activities and through the use of equipment provided by The Athlete's Companion.
3. My participation in Athlete's Companion led workouts and use of equipment provided by The Athlete's Companion is purely voluntary and I elect to do so in spite of risks. These risks include, but are not limited to, the following dangers: 1. Defects in equipment; 2. Improper use and operation of equipment; 3. Rugged conditions, primitive trails, rocky grounds, sharp turns, motor vehicles; 4. Weather conditions creating slippery trails or roads, and risk of exposure; 5. Illness due to dehydration, heat exhaustion, hypothermia or fatigue; 6. Potentially dangerous wildlife; and 7. The negligent acts or omissions of others.
4. I certify that I have personally inspected any equipment provided by The Athlete's Companion and its partners and deem it safe for use. I warrant that I have received instruction in the safe and proper use of the equipment provided and have or have been supplied with recommended protective gear.
5. I accept full responsibility for any loss or damage to equipment provided by The Athlete's Companion beyond normal wear. I understand that, upon return of such equipment, damage assessed by The Athlete's Companion to be caused by negligence, accident, or abuse requires immediate payment in full to cover replacement parts and labor.
6. Equipment provided by The Athlete's Companion and its partners, at all times, remains the exclusive property of The Athlete's Companion or its partners. If equipment is lost, destroyed, or damaged beyond repair in the judgment of The Athlete's Companion or its partners, I agree to pay for full replacement value of the damaged equipment.

I have read this Rental Agreement completely, fully understand its terms and conditions, understand that I have given up substantial rights by signing it, and sign it freely and voluntarily. No warranties, expressed or implied, have been made for any equipment provided and this equipment is accepted "as is." This agreement is effective for the duration of the rental.

Signature of Athlete: \_\_\_\_\_ Date: \_\_\_\_\_

Signature of Parent or Guardian: \_\_\_\_\_

Printed Name of Athlete: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Daytime Phone: \_\_\_\_\_ Evening Phone: \_\_\_\_\_

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Rental Detail: \_\_\_\_\_

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