

## Loper Bike Rental Agreement

## Rental Agreement and Release of Liability

**USER'S RENTAL AGREEMENT:** I fully understand that there are inherent dangers in renting and using the rental equipment, including the possibility of damage to the rental equipment, and accident or injury that could result to me or other people. I assume full responsibility for the UNK Campus Rec outdoor equipment and accessories that I rent. I agree to pay for any and all damages incurred to the equipment and accessories I rent where excessive wear (other than wear occurring during normal use) or damage is present, as assessed by the Campus Rec staff upon return. I also assume total liability for any and all damage to property and people, including myself, incurred through the use or misuse of the equipment and accessories I rent.

I understand that I am responsible for returning the equipment and accessories on the date and time indicated below. Equipment must be returned during normal business hours of Campus Rec. I also understand that a late fee will be charged at the item's daily rate for each additional day until the item is returned, and late fees may be assessed on rental equipment rented at no initial charge. Equipment must be returned clean, dry and in good order or a service charge will be assessed for each item. Damaged or lost equipment and accessories may be assessed at the University cost of repair or replacement. All fees for late, lost or damaged rental equipment and accessories, as assessed during the equipment return inspection, are not contestable and will be my sole and personal responsibility. I understand that a flag will be placed on my student account if these related fees are not paid or equipment not returned. This will also restrict my use of future rentals and use of all Campus Rec facilities.

I agree to assume all risks and responsibilities for any and all claims for damages and for injuries suffered by me or any other person or any property while using the rental equipment, and to release, discharge and hold harmless the Board of Regents of the University of Nebraska for and on behalf of the University of Nebraska at Kearney and all employees, students, agents, and successors for injury or accident incurred while using the rental equipment.

**REFUND POLICY:** The user must pay the total balance of the equipment rental upon reservation/checkout. No credit or refund will be issued for items rented but not used or for an early return.

**RETURN STATEMENT:** Equipment inspection for cleanliness/damages by Campus Rec staff will be completed within the following business day. If equipment is found to need cleaning or repair, a fee may still be assessed at that time at a rate of \$5/half hour of work needed to repair the rental equipment or the replacement value of the item as discussed above. I understand I will be notified via campus email if a cleaning, repair or replacement charge is assessed.

| the replacement value of the item as discussed above. I understand I will be notified via campus email if a cleaning, repair or replacement charge is assessed. |                   |             |  |         |  |  |
|---|-------------------|-------------|--|---------|--|--|
| IGNATURE: DATE:   |                   |             |  |         |  |  |
| _   |                   |             |  |         |  |  |
| HELMET RECOMMENDATION:  |                   |             |  |         |  |  |
| It is recommended that users of action sport activities and rental equipment use a helmet.  |                   |             |  |         |  |  |
| Helmet Refusal Waiver:  |                   |             |  |         |  |  |
| I understand that helmets are available with bike rentals for a cost of \$5 per semester and it is recommended to wear a helmet for my protection.              |                   |             |  |         |  |  |
| By signing below, I am declining the rental and use of a University helmet:   |                   |             |  |         |  |  |
|   | •                 |             |  |         |  |  |
| Name:   | Signature:        |             |  | _ Date: |  |  |
| Contact Information   |                   |             |  |         |  |  |
|   |                   |             |  |         |  |  |
| Name: Phone Number:   |                   |             |  |         |  |  |
| Email: NU ID#:  |                   |             |  |         |  |  |
| Email: NU ID#:  |                   |             |  |         |  |  |
| Circle one of the following:  | Student Faculty/S | taff Other_ |  |         |  |  |
| Equipment Requested **Office Use Only**   |                   |             |  |         |  |  |
|   |                   |             |  |         |  |  |

Due Date

Date Equipment Out

Staff Initals Out

Total Due: \$\_\_\_ Payment Method:

Cash

Trans #

Fusion

Check

Date Equipment In

Staff Initals In

Notes:

| <b>Equipment Return Inspection</b> Upon return if there are any issues with the equipment, including cleanliness, missing/broken parts, or non-working components please document them below. If condition is worse than normal wear and tear a fee may be assessed to the rentee. |   |                      |  |  |  |  |
|--|---|----------------------|--|--|--|--|
| Item Description   | Inventory #                                   | (                    | Condition/Notes                                |  |  |  |
|  |   |                      |  |  |  |  |
|  |   |                      |  |  |  |  |
|  |   |                      |  |  |  |  |
|  |   |                      |  |  |  |  |
|  |   |                      |  |  |  |  |
| Equipment check date: Staff Initials   | Damage Fees Assessed: Cleaning Fees Assessed: | Total Fees Assessed: | Total Due: \$<br>Payment Method:<br>CC Trans # |  |  |  |
| Stan mitiais   |   | r                    | Cash Check Fusion                              |  |  |  |

Comments

<sup>\*\*</sup>If any issues are reported please place a tag on the equipment with a description of damages and do not rent until cleared by a supervisor.\*\*