



Junior Snowflake Ski Club Ski Jumping Equipment Rental Agreement

OWNER: Junior Snowflake Ski Club
E7940 County Road P
Westby, WI 54667

The RENTER field must be filled out by the parent or guardian for any skiers less than 18 years of age.

RENTER:

Name and Address: _____

Phone Number: _____

EQUIPMENT RENTED:

ITEM:	DESCRIPTION:
1. _____	_____
2. _____	_____
3. _____	_____

Rental Term: 20__ - 20__

- Winter (December 1st to April 1st) **or**
 Summer (June 1st to October 1st)

NOTE: Equipment that is not returned within three business days of the specified dates is subject to fines totaling the replacement cost of new equipment.

Rental Terms and Conditions:

1. The RENTER shall keep and maintain the rented equipment during the terms of the rental at his/her own cost and expense. He/she shall keep the equipment in a good state of repair, normal wear and tear excepted.
2. The RENTER shall pay the OWNER full compensation for replacement and/or repair of any equipment which is not returned because it is lost or stolen or any equipment which is damaged and in need of repair to put it into the same condition it was in at the time of rental, normal wear and tear excepted. The current market value of the equipment that is in need of replacement is conclusive as to the amount the RENTER shall pay under this paragraph for repair or replacement.
3. OWNER, BEING NEITHER THE MANUFACTURER, NOR A SUPPLIER, NOR A DEALER IN THE EQUIPMENT, MAKES NO WARRANTIES, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION, THE



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CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, ITS DESIGN, ITS CAPACITY, ITS PERFORMANCE, ITS MATERIAL, ITS WORKMANSHIP, ITS FITNESS FOR ANY PARTICULAR PURPOSE, OR THAT IT WILL MEET THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS, OR CONTRACTS WHICH PROVIDE FOR SPECIFIC APPARATUS OR SPECIAL METHODS. OWNER FURTHER DISCLAIMS ANY LIABILITY WHATSOEVER FOR LOSS, DAMAGE, OR INJURY TO RENTER OR THIRD PARTIES AS A RESULT OF ANY DEFECTS, LATENT OR OTHERWISE, IN THE EQUIPMENT. AS TO OWNER, RENTER LEASES THE EQUIPMENT "AS IS". OWNER SHALL NOT BE LIABLE IN ANY EVENT TO RENTER FOR ANY LOSS, DELAY, OR DAMAGE OF ANY KIND OR CHARACTER RESULTING FROM DEFECTS IN, OR INEFFICIENCY OF, EQUIPMENT HEREBY LEASED OR ACCIDENTAL BREAKAGE THEREOF.

4. RENTER shall indemnify OWNER against, and hold OWNER harmless from, any and all claims, actions, suits, proceedings, costs, expenses, damages, and liabilities, including attorney's fees, arising out of, connected with, or resulting from the equipment or the Lease, including without limitation, the manufacture, selection, delivery, leasing, renting, control, possession, use, operation, maintenance or return of the equipment. RENTER shall further indemnify OWNER, and hold OWNER harmless from all loss and damage to the equipment during the rental period. RENTER recognizes and agrees that included in this indemnity clause, but not by way of limitation, is RENTER's assumption of any and all liability for injury: disability and death of workmen and other persons caused by the operation, use, control, handling, or transportation of the equipment during the Rental Period.
5. No equipment shall be sublet by RENTER, nor shall he/she assign or transfer any interest in this Agreement without written consent of OWNER. OWNER may assign this Agreement without notice. Subject to the foregoing, this Agreement inures to the benefit of, and is binding upon, the heirs, successors, and assigns of the parties hereto.
6. No allowance will be made for any rented equipment or portion thereof which is claimed not to have been used. Acceptance of returned equipment by OWNER does not constitute a waiver of any of the rights OWNER has under the rental agreement.
7. Any security deposit paid by RENTER to OWNER is paid to guarantee RENTER's full and faithful performance of all terms, conditions and provisions of this Agreement. If RENTER shall so perform, an equal sum shall be repaid without interest to RENTER at the termination of this Agreement.
8. These terms are accepted by the RENTER upon delivery of the terms to the RENTER or the agent or other representative of RENTER.

RENTER

DATE

Snowflake Junior Ski Club Representative

DATE