



Backpacking Loan Closet Waiver and Hold Harmless Form

BY CONSENTING TO THIS AGREEMENT, YOU WAIVE CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE. PLEASE READ CAREFULLY.

By renting equipment from Muscle Shoals National Heritage Area (MSNHA)/University of North Alabama (UNA), _____ (You), representing _____, agree to the following.

Rental Period: You hereby rent from MSNHA/UNA the requested reserved equipment (Equipment) for the Rental Period requested on the Backpacking Loan Closet Reservation Form with no initial cost except for the refundable Security Deposit set forth in the Rental Agreement.

Loss or Damage: Your organization or group representative is the insurer of the Equipment during the Rental Period. Your representative bears all risk of loss, theft, damage or destruction to the Equipment, regardless of cause (ordinary wear and tear expected). If the Equipment is lost, stolen, damaged, or destroyed during the Rental Period, whether or not the same is Your fault, You will notify MSNHA/UNA immediately, and Your representative will pay MSNHA/UNA the retail value of the parts and labor necessary to repair the Equipment if damaged, or its replacement cost, if lost, stolen, destroyed or damaged beyond MSNHA/UNA's reasonable ability to repair it; and in either case, all packing, shipping, handling, storage and other associated costs. Rent previously paid will not be applied to the above-referenced charges.

Ordinary Wear and Tear: "Ordinary Wear and Tear," meaning normal deterioration resulting from the proper and intended use of the Equipment in accordance with the terms of this Agreement, will not be considered damage. Damage which is not "Ordinary Wear and Tear" (and for which Your representative will be solely responsible) includes without limitation, theft, mysterious disappearance, damage due to overloading or exceeding rated capacities, non-standard use, operation without proper supports and/or safety equipment, exposure to excessive dirt or moisture, improper use, abuse, neglect, accidents, and intentional damage.



Possession/Title: MSNHA/UNA owns the equipment, and title in and to all of it will remain with MSNHA/UNA at all times. You are entitled to use and possess the equipment for the Rental Period, subject to the terms of the Rental Agreement. If you retain any of the equipment beyond the agreed Rental Period without MSNHA/UNA's express written consent, Your representative will be deemed to have materially breached the Agreement.

Warranty Waiver: Equipment is provided "as-is" and "with all faults". We make no warranty, express or implied (including without limitation, any and all warranties of suitability, merchantability and/or fitness for any particular purpose), nor do we make any warranty against interference, infringement, that the equipment is fit for your intended use, application or environment, or that it is free from defects (latent or patent). No warranties shall be deemed to exist with respect to the equipment.

Assumption of Risk: You acknowledge that the possession, use, transportation and/or storage of rented equipment may give rise to the risk of personal injury, loss of life, and/or property damage, whether known, unknown, or reasonably foreseeable. You voluntarily assume all such risk and release and discharge MSNHA, UNA, the UNA Board of Trustees, and all officials, administrators, employees, sponsors, and individuals (Us) from these organizations, and the equipment from any and all liens, liabilities, and claims arising in connection with the same, including without limitation, any and all claims arising from or in connection with negligence by Us, other than intentional misconduct.

Hold Harmless/Indemnity: You assume all risks associated with the possession, use, transportation, and storage of the Equipment. Accordingly, You hereby waive any and all liens and claims arising from or associated with, and agree to indemnify, defend, hold harmless, and fully discharge MSNHA, UNA and the UNA Board of Trustees, and all officials, administrators, employees, sponsors, and individuals from these organizations from and against, any and all liabilities, claims, damages, losses, costs and expenses, including without limitation, attorney's fees, claims for bodily injuries, death, property damage, loss of time, and/or inconvenience resulting from or arising in connection with such possession, use, transportation and/or storage, regardless of the cause and including any injuries and/or damages suffered by You, Your agents, and/or any third parties, whether caused by negligence or otherwise, except to the extent directly resulting from Our intentional misconduct.



Equipment Failure: In the event that Equipment fails, breaks, malfunctions, becomes unsafe, or is in need of maintenance or repair, You agree to immediately discontinue use, notify MSNHA/UNA, and if directed to do so, return the equipment.

Use of Equipment: The Equipment is authorized for use only by You and Your organization or group's agents, each of whom must be skilled, experienced, trained and authorized in its operations. The Equipment is authorized for use only for its ordinary purpose.

Compliance with Laws: You agree to comply fully, at Your sole cost, with all laws and regulations applicable to the storage, use, and transportation of the Equipment. This Agreement and all claims arising out of or relating to this Agreement shall be governed exclusively by the laws of Alabama.

Care of Equipment: You must protect the Equipment against misuse, exposure to adverse conditions and any other abuse or neglect, ensure that it remains in good operating condition, and is returned to MSNHA/UNA at the end of the Rental Period in the condition required.

Miscellaneous:

The University of North Alabama is an entity of the State of Alabama. Accordingly, University does not have the authority to enter into agreements to waive, compromise, concede, surrender or relinquish the rights, privileges, immunities or remedies of the State of Alabama, nor agree to lesser or greater standards of care than would apply in the absence of a special provision; nor agree to modify any applicable statutes of limitations; nor agree to alter the commencement of a statute of limitation; nor agree to insure, indemnify or hold harmless; nor agree to waive subrogation rights; nor agree to shift the burden of proof; nor to agree not to enforce any of the rights, privileges, immunities or remedies as provided by law. University, as an entity of the State of Alabama, does not have the authority to enter into agreements which are contrary to any Federal laws, the Alabama Constitution, or Alabama Statutes, all as interpreted by the courts and the Alabama Attorney General. Any and all claims against the University are subject to a ruling from the Alabama Board of Adjustment. Nothing contained within this Agreement shall be interpreted in such a way that University acted contrary to or outside of its authority to act as an entity of the State of Alabama.



_____ (Initial) I understand and agree to all of the terms of this Agreement. I understand that I am giving up substantial rights (including my right to sue) and acknowledge that I am willingly signing this document. My signature on this document is intended to bind not only myself, but also the successors, heirs, representatives, administrators, and assigns of myself.

Participant Name

Parent/Guardian Name (if under the age of 19)

Participant Signature

Parent/Guardian Signature (if under the age of 19)

Participant Organization

Date

Date