

Gear Borrowing Contract

Get Outdoors Leadville! 107 Spruce St., Leadville, CO. 80461

getoutdoorsleadville@gmail.com | 719.297.1769



Background

Get Outdoors Leadville! (GOL!) provides equipment and other outdoor gear resources for the benefit of local youth and families. GOL!'s resources are to support experiences that align with GOL!'s mission to connect all Lake County youth and families to the outdoors to inspire dreams, foster stewardship, build leadership, and strengthen community, and the vision that Leadville-Lake County is a community where people of all ages, abilities, and cultures imagine and create a better world through connections to the outdoors and each other.

Expectations

When borrowing gear from GOL!'s Gear Library, it is expected you ("Borrower") and all others your group will treat the gear respectfully, and adhere by the Gear Care Guidelines (attached). If you forget all other rules, please remember this one: **Treat gear respectfully.**

Gear Requests/Gear Pick-up

- Only members 16 years or older can request to borrow gear
- Any member (16 years or older) of the household may pick up gear requests for that household
- If you've scheduled a gear pick-up time outside of Gear Library hours, please arrive on time for pick-up and drop-off. Keep in mind that failing to arrive on time for a pick-up or requesting a last-minute change for a drop-off impacts other community members, trip leaders, youth, and GOL! Staff. GOL! reserves the right to cancel reservation request if scheduled pickup time is not honored.

Use and care of gear when in possession of you as Borrower or others in your group is your responsibility. You are wholly and exclusively liable for ALL the gear you borrow. GOL! assumes no responsibility for any injury arising from the use of the gear, and Borrower and others in group agree to indemnify GOL! for any and all issues or injury arising from Gear's use.

Before leaving with gear you **MUST** make sure you and the staff member checking out your gear complete the following:

- Review all tallies of gear checked out. Borrower and GOL! staff both sign off on quantities
- Borrower receives a copy of the final initialed Gear Request Form

Gear Return

If you must reschedule a return, please do so as early as possible; a week's notice is ideal. Same day rescheduling requests are reserved for true emergencies, with the understanding that the gear you have might be already allocated to a group leaving the next day. Please allow yourself a minimum of a 1 hour window for gear return and de-issue.

- The same household or individual member must be present for gear return
- Arrive on time. Let us know by phone or email if you are running late or experiencing an unexpected issue
- Check to make sure that all borrowed items are accounted for
- Return gear in the state you received it, **at minimum gear should be dry and clean**
- Report any problems with gear so that we can fix problems before it is reissued
- Please communicate ALL damage upon gear return
- Leave with an invoice for ALL lost or damaged and/or lost items and other fees

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I, _____ (“Borrower”), am borrowing Gear from the Get Outdoors Leadville! (GOL!) Community Gear Library for personal recreational use. The specific Gear I am borrowing is identified at the time of Gear Issue and herein incorporated by reference.

I understand that it is my responsibility to pick up the Gear, and to return it to the same location and in the same condition at the end of my borrowing period unless otherwise agreed by both parties in advance and in writing.

I accept full financial responsibility for the care of all issued Gear while it is in my possession. I agree to return the Gear and any repair pack/flagging kit provided by GOL! to Get Outdoors Leadville! in condition equivalent to its status when it was issued to me, excepting normal wear and tear due to authorized use. I agree to abide by the Gear Care Guidelines attached to this contract. In the event that the Gear is lost or destroyed during my borrowing period, I agree to cover the cost of the Gear replacement at my own expense; I understand and agree GOL! will charge me with the replacement cost(s) as specified in the current GOL! Price List and/or retail purchase price. Further, I understand and agree that if the Gear is damaged during my borrowing period, GOL! will charge me for the cost of repair as specified in the GOL! Price List and/or determined by third party repair shop. GOL! Retains complete and sole discretion in determining whether and to what degree equipment has been damaged and/or destroyed. I authorize Get Outdoors Leadville! to charge my credit card on file for these purposes. My credit card is not authorized for any other purpose. In the event a credit card is not available, I agree to pay invoice issued by GOL! covering these financial liabilities.

I understand that Get Outdoors Leadville! is not warranting that the Gear is fit for use or for any particular person. I understand that Get Outdoors Leadville! performs routine maintenance and inspections on the Gear, but that GOL! cannot and does not warrant its condition and safety at the time it is issued to me.

Further, I agree that any and all disputes between the Borrower or its assigns and the GOL! arising from use of the Gear or any borrowed equipment, and including any claims for personal injury and/or death, will be governed by the laws of the State of Colorado and exclusive jurisdiction thereof will be in the combined courts of Lake County or the Federal Court for the State of Colorado.

I HEREBY RELEASE FROM LIABILITY AND AGREE TO INDEMNIFY AND HOLD HARMLESS GET OUTDOORS LEADVILLE!, AND ANY OF ITS EMPLOYEES, AGENTS, OR VOLUNTEERS REPRESENTING OR RELATED TO GET OUTDOORS LEADVILLE!, FOR ANY LIABILITY IN CONNECTION WITH THE USE OR POSSESSION OF THE GEAR. THIS RELEASE IS FOR ANY AND ALL LIABILITY FOR PERSONAL INJURIES (INCLUDING DEATH) AND PROPERTY LOSSES OR DAMAGE OCCASIONED BY, OR IN CONNECTION WITH THE POSSESSION OR USE OF THE GEAR.

This release shall be binding to the fullest extent permitted by law. If any part of this release is deemed to be unenforceable, the remaining terms shall be an enforceable contract between the parties. This release shall be binding upon the assignees, subrogors, distributors, heirs, next of kin, executors, and personal representatives of the Borrower.

[Signature line on next page]

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Borrower Information

Name: _____

Mailing Address: _____

DOB: _____ / _____ / _____

Phone: _____

Email: _____

Borrower Signature: _____ Date: _____

If Borrower is under 18 years of age, Parent/Guardian authorization

I verify that I am the parent or legal guardian of the minor and I have authority to enter into this agreement on behalf of the Gear Borrower and I agree to be bound by the terms and conditions of this agreement.

Parent/Guardian Name: _____ Phone: _____

Parent/Guardian Signature: _____ Date: _____

A handwritten signature in black ink that reads 'Jackie Radilla'.

Jackie Radilla, Hub Coordinator
Get Outdoors Leadville!
jradilla@co.lake.co.us | 719.293.5533