

**BORDERLAND EXPEDITIONS**  
OUTDOOR ADVENTURE RENTAL AGREEMENT AND LIABILITY WAIVER

**RENTER INFORMATION**

Last Name	First Name
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Due Date/Time	Renter's Phone #
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Address _____		Apt. _____	
City/State/Zip _____			
Email _____			
Credit Card # _____		Exp	CVV
<small>Note: Credit Card details only used for security deposit and will not be charged unless equipment is stolen or damaged beyond normal wear and tear.</small>			

**CAUTION: READ BEFORE SIGNING! THIS IS A FULL AND COMPLETE RELEASE AND LIABILITY WAIVER.** In consideration and exchange for the privilege to rent and use the below-listed outdoor equipment ("Outdoor Equipment"), I warrant and agree and bind myself, my representatives, my beneficiaries, my dependents, and my heirs and assigns to the terms and conditions expressed within this outdoor Adventure Rental agreement and Liability Waiver ("Agreement").

\_\_\_\_\_ (1.) I hereby represent and warrant that I am at least eighteen (18) years of age.  
Initials

\_\_\_\_\_ (2.) I agree to maintain full custody and control of the Outdoor Equipment, and I will not  
Initials transfer, assign or sublease the Outdoor Equipment to any third party.

\_\_\_\_\_ (3.) I acknowledge that the Outdoor Equipment is in good order and repair. I accept the  
Initials Outdoor Equipment in an "as-is" condition, with all latent and patent defects, hidden conditions, dangerous conditions and hazardous substances and materials. I acknowledge that Borderland Expeditions has not made and does not make any representation, warranty, or covenant, expressed or implied, with respect to the condition, quality, durability, or suitability of the Outdoor Equipment.

\_\_\_\_\_ (4.) I agree to return the Outdoor Equipment on the Due Date and Time listed above. If I fail  
Initials to return all or part of the Outdoor Equipment on or before the due date and time, I agree to pay Borderland Expeditions an additional 10% of the full day rate for each late half hour. The full rental rate for each day will be assessed for the Outdoor Equipment that is not

returned until the following day. If I fail to return the Outdoor Equipment on or before the fifteenth (15<sup>th</sup>) day after the due date. I agree that Borderland Expeditions may charge me for the additional fifteen (15) days of rental plus the full price of the Outdoor Equipment that is not returned. I agree to return the Outdoor Equipment to Borderland Expeditions in the same condition as when received. Should I intentionally, negligently or recklessly cause any damage to the Outdoor Equipment, I agree to fully reimburse Borderland Expedition for any and all damages.

\_\_\_\_\_  
Initials (5.) I acknowledge that the parties I am forever discharging and releasing by and through this Agreement are as follows: Borderland Expeditions, its trustees, officers, directors, agents, vendors, attorneys, and employees (collectively, the "Released Parties").

\_\_\_\_\_  
Initials (6.) I acknowledge that through my rental and use of the Outdoor Equipment, I risk personal and emotional injury, illness, physical disability and death. The risk of injury from camping, kayaking, canoeing, and/or other related outdoor activities is significant including the potential for permanent disability and death. While particular precautions and personal discipline will minimize this risk, the risk of personal and emotional injury, illness, physical disability or death does exist. I agree and acknowledge that my rental and use of the Outdoor Equipment is with full and complete knowledge of the risks and dangers involved, and I agree to accept and assume any and all risks of any nature whatsoever, as well as all other risks associated with the rental and use of the Outdoor Equipment which may lead to personal and emotional injury, illness, physical disability, or death. I acknowledge that I understand how to safely operate and use the Outdoor Equipment, and I agree to observe all appropriate safety precautions.

\_\_\_\_\_  
Initials (7.) I voluntarily release, forever discharge, and agree to indemnify and hold the Released Parties harmless from any and all liabilities, claims, demands, causes of action, damages, costs (including attorney's fees), expenses and obligations of any nature whatsoever for any injuries, illnesses, disabilities or death that I may sustain as a result of or in any way connected to my rental and use of the Outdoor Equipment.

\_\_\_\_\_  
Initials (8.) I, for myself and for my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf, agree not to make any claim or commence or prosecute any action, suit or other proceeding against any of the Released Parties for any injuries, illnesses, disabilities or death caused by or result of strict liability, the negligence or gross negligence of the Released Parties.

\_\_\_\_\_  
Initials (9.) If I suffer any injury in any way connected to my rental and use of the Outdoor Equipment and if possible, I will immediately notify Borderland Expeditions. I have been informed and I fully understand that any information given to me by anyone on behalf of Borderland Expeditions regarding an injury or other malady is intended to be used in my sole discretion and for informational purposes only. Such information is not medical advice, and I understand that I am encouraged to consult my own health care provider before using any such information, especially if I have allergies, take any medications, or if I am being treated for any illness or condition. Should I decide to use all or any part of such information, this decision shall be entirely at my own risk. I understand and acknowledge that it is my responsibility not to exceed any guidelines that my health care provider has established or may establish for me. I understand and acknowledge that it is solely my responsibility to determine through consultation with my health care provider what my physical limitations are or may be and whether I should or should not engage in outdoor activities.

\_\_\_\_\_  
(10) I agree to comply with any and all Federal, State, and local laws, regulations, rules, and

Initials ordinances that may apply to me or to my the use of the Outdoor Equipment. I agree to adhere to all Borderland Expeditions' rules and policies

\_\_\_\_\_  
Initials (11) I agree that no modification, waiver, amendment, discharge or change of this Agreement shall be valid unless the same is in writing and signed by the undersigned and the Released Parties.

\_\_\_\_\_  
Initials (12) I acknowledge that time is of the essence of this Agreement.

\_\_\_\_\_  
Initials (13) I agree that this Agreement shall be construed and enforced in accordance with the law of the State of Tennessee, and I hereby consent to the jurisdiction of the State of Tennessee.

\_\_\_\_\_  
Initials (14) I agree that if any portion of this Agreement is declared invalid or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

\_\_\_\_\_  
Initials (15) I verify that I have had sufficient opportunity to read this Agreement and that I accept this Agreement freely and voluntarily without any inducement, assurance or guarantee being made to me. I understand the terms of this Agreement, and I understand that I am giving up substantial rights by accepting it. I understand that this document will be used as a defense to any and all claims resulting from my rental and use of the Outdoor Equipment brought by me, my heirs, personal representatives, executors, administrators and anyone else who might make a claim on my behalf. I understand that this Agreement and the release and liability waiver contained herein is a complete and unconditional release of all liability to the greatest extent allowed by law and intended to protect the Released Parties to the fullest extent possible.

**RENTAL ITEMS**

Item #	Description	Quantity	Total Price

**SIGNATURE REQUIRED**

I HAVE READ THIS AGREEMENT, INCLUDING THE RELEASE OF LIABILITY AND ASSUMPTION OF RISK, AND I FULLY UNDERSTANDING ITS TERMS. I UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND I SIGN IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.	
_____ Renter's Signature	_____ Date
_____ Borderland Expeditions Representative	_____ Date

