Equipment Rental Policies

1.1 **Restrictions**: Only authorized military ID card holders can make reservations. Patrons must be 18 years old or older, and out of high school, to make a reservation.

1.2 **TDY/TAD/PCS**: Personnel temporarily assigned to the Yokosuka area, or holding orders to leave Yokosuka must provide a copy of current orders in order to engage in a rental contract.

1.3 **Reservations**: Rental equipment reservations can be made up to (30) days but should be made no less than (2) weeks in advance. Reservations can be made in person or my email.

Cancellations/Refunds: Cancellations must be made 48 hours in advance for a full refund. There will be no refunds for early return or non-usage. Weather/Safety Cancellations are on a case by case basis for refund after the 48 hour time period.

1.4 **Rental period**: All rental equipment is to be returned by closing on the day that they are due (e.g., equipment rented at noon on Friday would be due back by closing on Saturday to qualify for the one-day rate.) Each additional day is charged at 50% of the first day rate.

1.5 **Equipment Inspection**: All customers should inspect equipment prior to usage to assure the equipment is clean and in serviceable condition. Any discrepancies must be noted after the completion of setup or prior to the departure of self-pickup.

1.6 **Liability**: Customers accept full liability for any theft, loss, or damage to the equipment as prescribed in CNIC-1710.3, Recreation Equipment Rental, and agree to reimburse Special Events all replacement or repair costs associated with stolen, lost, or damaged property.

1.7 **Renters should not use or permit the equipment to be used in an unlawful or unsafe manner**: In the event of high wind (Small Craft Advisory or greater), all tents and outdoor Air Toys are NOT to be used, and will not be issued. In the event of rain, Air Toys are not to be used.

1.8 **Hold and Save Harmless**: Renters agree to hold the government harmless for any renter use of the equipment that results in the injury or damage to person or property.

1.9 **Late/Dirty/Damaged/Missing Equipment Fees**: Equipment must be returned on time and in clean and serviceable condition, save normal wear and tear. Any equipment returned late, dirty, or damaged will be assessed an additional fee. Late fees will be levied on all equipment returned past the date specified. Late fees are charged at 1.5 times the daily rate in addition to normal rental fees. Cleaning fees begin at $5.00 per item and may not exceed $50.00 per item. The exact amount varies depending upon the condition of the equipment. Repair/replacement fee amount also varies on the cost to repair/replace the item.

Liability Waiver and Assumption of Risk:

2.1 **I acknowledge** that I have the necessary skills to use the equipment properly or will seek necessary instruction. I also acknowledge that I will use the equipment in a safe manner that is not contrary to recommended use or industry standards. If I feel the equipment is not functioning properly, I will stop using it and have it inspected, repaired or adjusted by a qualified technician.

2.2 **I am aware** of hazards associated with the use of outdoor equipment, including, but not limited to physical or emotional injury, paralysis, death, or damage to myself, to property, or to the third parties. I understand that such risks simply cannot be eliminated without jeopardizing the essential qualities of the activity.

2.3 **I expressly agree and promise** to accept and assume all risks related to the use of outdoor equipment and outdoor activities. My participation is purely voluntary and I elect to participate in spite of all risks.

2.4 **I agree to hold harmless and/or indemnify and defend** the Special Events, Morale, Welfare and Recreation; and the U.S. government; their officers, agents, servants, and employees from all liability, costs, or expenses resulting from accidents or injury to – or for the death of any person or property directly or indirectly arising from my use or my permission, express or implied, to use the rental equipment.

2.5 **I acknowledge** that the equipment on this rental contract is being issued to me undamaged, and in a serviceable condition.

By signing below, I attest that I have read, understood and agreed to these conditions. I further agree to pay all fines associated with violations of this agreement and grant the issuing activity permission to charge my card

Signature: ___________________________________________ Date: ____________________________