



**EQUIPMENT RENTAL RELEASE AND HOLD HARMLESS AGREEMENT  
AND ACKNOWLEDGEMENT OF RENTAL POLICIES**

In consideration of my voluntary use of Western State Colorado University’s equipment (referred to as the “Equipment Use”), I hereby release and waive all claims against Western State Colorado University, its trustees, officers, agents, employees, volunteers and students (collectively the “Released Parties”) for any and all liability, claims, causes of action, demands or damages of any kind or nature whatsoever, relating to injury, disability, death, losses, costs or other harm, to person or property, or both, arising from the Equipment Use, regardless of whether or not caused in whole or in part by the negligence or other fault of the Released Parties.

In addition, I agree to indemnify and hold harmless the Released Parties from all claims, damages, suits or losses, including attorney fees, which arise from the Equipment Use. My signature on this Release and Hold Harmless Agreement is also intended to bind my successors, heirs, representatives, administrators and assigns.

I understand that there are risks associated with the use of recreational, outdoor rental equipment. These risks include, but are not limited to, loss or damage to personal property, injuries, illnesses and death. I nevertheless voluntarily agree to the Equipment Use, and I accept all risks of participation, whether known or unknown.

I agree that this Release and Hold Harmless Agreement shall not be construed or interpreted as a waiver, express or implied, by Western State Colorado University, its employees, or representatives, of any of the immunities, rights, benefits, or protections provided to them under, or other provisions of, the Colorado Governmental Immunity Act, CRS §24-10-101 et seq., or the Federal Tort Claims Act, 28 U.S.C. §§1346(b) and 2671 et seq., as applicable now or hereafter amended.

I agree that this Release and Hold Harmless Agreement is intended to be as inclusive as permitted by law, and that if any portion is held to be invalid or unenforceable, the balance shall remain effective.

I certify that I carefully read and understand this Release and Hold Harmless Agreement.

I certify that the age and date of birth that I have written below is my true age and date of birth. If I am at least eighteen years of age, I certify that I am and competent to execute this Release and Hold Harmless Agreement. If I am under eighteen years of age, one of my parents or my legal guardian must also sign this Release and Hold Harmless Agreement.

**CAUTION: THIS IS A RELEASE AND HOLD HARMLESS AGREEMENT. ITS EFFECT IS TO RELEASE THE RELEASED PARTIES FROM ANY LIABILITY RESULTING FROM PARTICIPATION IN THE ABOVE-REFERENCED PROGRAM.**

Participant Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_

Date of Birth: \_\_\_\_\_

Age: \_\_\_\_\_

WSCU ID#: \_\_\_\_\_

Parent or Legal Guardian

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Date: \_\_\_\_\_