



Schofield Barracks Outdoor Recreation Equipment Checkout Center Rental Agreement

I understand that I am NOT allowed to take any ODR equipment to the Mokolua Islands. If DLNR complains or tickets me, I understand that ODR will request punitive disciplinary action via my Command and that I am responsible for any/all fines. _____ **(Please Initial)**

I understand that, with my consent, ODR personnel may assist in loading or unloading privately owned vehicles but that I must be able bodied, or provide able bodied assistance, to load and unload the equipment I have rented. (See waiver clause below) _____ **(Please Initial)**

I understand that I must pay the total balance of the equipment rented upon pickup of said items. I understand I am responsible for returning this equipment and its accessories on the date and time indicated on my receipt and am liable for all incurred late fees as assessed by the ODR team. If I need to deviate from the listed pickup and return times I agree to notify ODR. Late fees are charged at a daily rate. I agree to return all items in clean and working condition to avoid an additional cleaning fee (\$75). _____ **(Please Initial)**

I acknowledge that ODR will fully refund payments if I cancel my reservation at least 7 days prior to the scheduled pickup date. Payments for reservations canceled within 7 days may qualify for a refund in household credit. **I understand that, if issued a household credit, I have 90 days to utilize my credit or it is forfeit.** I understand that all refunds must be issued in the same manner of payment they were accepted. Cash may be refunded only on the day it is received. I understand that failure to receive items due to "no show" does not constitute justification for a refund. I understand that refunds are not given for early returns. _____ **(Please Initial)**

I agree that it is my responsibility to know how to properly use and operate the equipment or obtain necessary instruction. I understand there are inherent and other risks involved in the activities for which this equipment is to be used. I freely and voluntarily assume those risks, including the risk of serious injury or death. To the fullest extent allowed by law, I agree to release, hold harmless, and indemnify the US Army DFMWR Outdoor Recreation Center for any and all liability for injuries and damages to the user of this equipment or to other persons or property resulting from the use of this equipment.

_____ **(Please Initial)**

I will not misuse or abuse the equipment. ODR provides no warranties, expressed or implied, and this equipment is accepted "AS IS." I accept full responsibility for the care of the equipment and all the accessories to said equipment issued to me. I agree to replace at full retail value, minus depreciation, any equipment rented under this agreement but not returned to ODR or irreparably damaged and, upon ODR request, agree to pay for damages incurred to said equipment and accessories, excessive of normal use and depreciation, as assessed by the ODR team. Charges made on damaged equipment are not contestable and by paying these fees I understand I am not purchasing the damaged item. _____ **(Please Initial)**

The Guest is accepting Outdoor Recreation (ODR) check-out equipment loading/unloading support and by doing so assumes the risk of injury to him/her self or personal property. The undersigned agrees to release, hold harmless and indemnify the Directorate of MWR; the USAG-HI; the United States Army, the United States Government; and its employees, volunteers, officers and agents from any and all liability and claims that may be brought by or on behalf of the Guest as a result of his/her of accepting loading/unloading of ODR check-out equipment. This includes, but is not limited to, claims for death or personal injury, and damage to or loss of property. _____ **(Please Initial)**

I have read, understood, and fully agree to the terms and conditions set forth in this Equipment Rental Agreement. I understand that according to IMWRF policy if I have a dispute I can write a letter of dispute to the ODR manager and he/she will reply to me in writing his/her final determination. _____ **(Please Initial)**

I have read this release and understand all of its terms. I agree with its terms and sign it voluntarily.

Print Name _____ Signature _____ Date _____

Primary Phone Number _____

Alternate Phone Number _____