



# LACROSSE RENTAL AGREEMENT AND RELEASE OF LIABILITY

## THERE ARE THREE STEPS TO COMPLETE THIS FORM:

- NOTE:** IF USER IS A MINOR, PARENT MUST ALSO INITIAL AND SIGN
- STEP 1.** Read release of liability, then initial, sign and date in appropriate areas.
- STEP 2.** Fill in all shaded areas on right half of form.
- STEP 3.** Sign and date the agreement **after** equipment is delivered to you.

### PLEASE READ CAREFULLY BEFORE SIGNING.

ACKNOWLEDGEMENT/SAFETY/INSURANCE

I will accept full responsibility for the care of the listed equipment. I agree not to lend the listed equipment to others while it is in my possession, and that if I was to do so, and they suffered an injury or loss as a consequence, that is my responsibility alone.

I acknowledge that I am responsible for carrying my own insurance to cover medical care in the event of an accident and any third-party liability that may arise from the use of the listed equipment. No coverage is available from Play It Again Sports to insure me or the listed equipment from loss in case of damage, theft or other liability incurred in the use of the bat.

(Please initial: \_\_\_\_\_)

ASSUMPTION OF RISKS/RELEASE OF LIABILITY

I AM AWARE OF THE RISKS ASSOCIATED WITH MY USE OF THE LISTED EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS AND POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE AND LOSS RESULTING THEREFROM. I hereby agree, freely and voluntarily, to **ASSUME** and accept any and **ALL RISKS** of death or injury to any part of user's body while using this equipment.

To the fullest extent allowed by law, I hereby **RELEASE** this Play It Again Sports® store, its owner(s), shareholders, employees and Winmark Corporation from **ANY AND ALL RESPONSIBILITY OR LEGAL LIABILITY** for any injuries or damages to any user of equipment rented and listed on this form, whether or not such injuries or damages are caused by **NEGLIGENCE** or any other cause. I further agree that I **WILL INDEMNIFY, HOLD HARMLESS AND NEVER SUE** or make a claim against this Play It Again Sports® store, its owner(s), employees and Winmark Corporation and that I will defend and indemnify them if any claim or action is pursued for any injuries or damages related to the rented equipment. I agree not to make a claim or sue for injuries or damages relating to any use of this equipment.

(Please initial: \_\_\_\_\_)

THEFT/LOSS/DAMAGE/DEPOSIT

I agree to pay a deposit and rental fee as posted in the store. I also agree to treat the listed equipment with great care. I understand and agree that I am responsible for any and all damage to the listed equipment. This includes but is not limited to any form of loss, theft, or damage to the listed equipment or other rented equipment, other than normal wear and tear. I understand that I am responsible for damages involving engraving, marking, stickers, graffiti or other defacing of the rented equipment. If any rental equipment is damaged a fee will be determined at the time of return. Normal wear and tear is not considered damage. A valid credit card is required as security in case of theft or damage to the rental bat or other equipment. In case of loss, theft or damage, an amount not exceeding \$\_\_\_\_\_ will be charged to the credit card (being the replacement value of the listed equipment). The listed equipment will be considered stolen 24 hours after the close of business on the return date. I understand that if for any reason the listed equipment is not returned on the due date and I return it the next day, my credit charge will automatically be charged a **\$100.00 late fee** in addition to normal rental costs. If for any reason any credit card charges are not approved, I will remain responsible for payment in full. This document constitutes the final and entire agreement regarding this transaction. If any part is found to be invalid or unenforceable, the remainder shall be given full force and effect.

**THIS IS A CONTRACT**, which provides a **COMPREHENSIVE RELEASE OF LIABILITY**, but it is not intended to assert any claims or defenses that are prohibited by law. The specific legal rights of the parties may vary from state to state.

X \_\_\_\_\_  
User's Signature Date

X \_\_\_\_\_  
Parent's Signature if User is a Minor Date

### FILL IN INFORMATION IN ALL SHADED AREAS. PLEASE PRINT.

NAME			
ADDRESS			
CITY		STATE	ZIP
HOME PHONE	WORK PHONE	CELL PHONE	
E-MAIL			

SKU	BRAND	MODEL/SERIAL NO.	RETAIL VALUE

Date: \_\_\_\_\_ Out Time: \_\_\_\_\_  
 Due Date: \_\_\_\_\_ Due Time: \_\_\_\_\_  
 Rental Fee Paid: \_\_\_\_\_ Deposit Amount: \_\_\_\_\_  
 Card Type: \_\_\_\_\_ Exp: \_\_\_\_\_ Security Code: \_\_\_\_\_  
 Card #: \_\_\_\_\_  
 Date/Time In: \_\_\_\_\_  
 Damage Y/N: \_\_\_\_\_  
 Other (explain): \_\_\_\_\_

Checked out by (staff initials): \_\_\_\_\_  
 Checked in by (staff initials): \_\_\_\_\_

**NOTE:** All rented equipment should be returned in the same condition it was received. Any equipment not returned clean will be assessed a cleaning fee.

### PLEASE DO NOT SIGN UNTIL YOU HAVE RECEIVED THE EQUIPMENT.

I have received possession of the above-indicated equipment, and accept use of the equipment, AS IS, in good condition and accept full responsibility for care of the equipment while under my possession.

X \_\_\_\_\_  
User's Signature Date

X \_\_\_\_\_  
Parent's Signature if User is a Minor Date