OEL BisonBikes and Rental Center Use, Waiver and Release Agreement

Please carefully read the following terms and conditions:

I, ____________________________ (“Renter”), a Bucknell University community member, am age eighteen (18) or over and therefore have legal authority to enter into this agreement (“Agreement”) on this the _____th/nd day of ______________________, 20____ as set forth herein. I understand this Agreement covers all rentals by me.

WHEREAS, Bucknell University operates the “BisonBikes/Rental Center” program (the “Program”) to encourage outdoor pursuits among faculty, staff, and students as a recreation opportunity on Bucknell University’s campus and the greater Lewisburg community.

WHEREAS, Bucknell University has made available a variety of outdoor gear (“Equipment”) to rent, and

WHEREAS, the Renter desires to rent the necessary equipment from Bucknell University to participate in the Program.

NOW, THEREFORE, in consideration of the acts and promises contained herein and intending to be legally bound, the Renter agrees as follows:

1. The Renter expressly assumes all risks resulting from the Renter’s participation in the Program, including, but not limited to, risks associated with Renter’s use and operation of the Equipment, as well as weather conditions at the time of use and operation.

2. The Renter releases, covenants not to sue, and forever discharges Bucknell University, including its trustees, officers, employees, agents, and students, together with their successors and assigns (collectively, “Released Parties”), from and against any and all claims, demands, rights, and causes of action whatsoever, including, but not limited to, those for negligence, arising from damage to property, personal injury, or death, resulting from Renter’s use or operation of the Equipment or participation in the Program.

3. The Renter agrees to defend and hold harmless the Released Parties from and against any and all claims, suits, liabilities, costs and expenses, including reasonable attorney’s fees, for any death, injury, loss, or damage arising out of Renter’s use or operation of the Equipment, or participation in the Program.

4. The Renter shall be responsible for any damages to the Equipment resulting from Renter’s negligent or wrongful use or operation of the Equipment, including, but not limited to, repairs, parts, and replacement costs. Renter shall not be responsible for failures or damages of the Equipment resulting from normal wear and tear.

5. The Renter represents that the Renter is reasonably capable of operating the Equipment within the scope of the Program’s prescribed use as described herein, has sufficient physical capacity to do so, and is legally able to do so under the laws of the Commonwealth of Pennsylvania. Renter agrees to operate the Equipment in accordance with all applicable local, state, and federal laws, rules, and regulations. Renter agrees to operate the Equipment in accordance with Program regulations.

6. The Renter hereby acknowledges and agrees that, with the exception of reasonable routine maintenance and upkeep, Renter’s acceptance of the Equipment is on an “as is” basis. Upon requests renters can be made aware of previous cosmetic damages and repairs that do not hinder the functionality of the equipment prior to rental. If there are any prior damages, the Renter must inform the Program staff before the start of the rental. Statements such as “it was that way when I took it” will not release the Renter from damage charges if the Program staff were not notified of the damages at the start of the rental period. The Renter agrees they are educated on how to use the equipment properly thru prior knowledge or thru education from rental center staff.

Initial: ____________________ Staff Initials: ____________________

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7. Bucknell University hereby disclaims any and all express and implied warranties, including those of 
fitness for intended use, and Bucknell University shall not be liable for consequential, incidental, or 
indirect damages caused by the Equipment or Renter’s use thereof.
8. The Renter agrees to abide by the rental period specified at the time of the Equipment rental. This rental 
period will be recorded and tracked using Rentmaster software. Reservations may be made in advance. 
The rental period will vary by Equipment from one (1) semester to one (1) day. Full payment is due at the 
time of the rental. Accepted forms of payment for Bucknell-affiliated renters are cash, check, credit card, 
campus dollars, and departmental transfers. For trips only, B-Bill can be charged up to $500. 
Non-Bucknell-affiliated renters must pay with check or credit card. The Renter agrees to bring in all 
Equipment by the end of every rental period. The Renter may renew the rental upon the Renter’s request, 
if the Equipment is available. If the Renter fails to bring all or any of the issued Equipment back to the 
rental facility at the end of the rental period, the Renter agrees to pay a late fee which shall be charged at 
the daily rental rate for up to 7 days, then billed to the Renter’s account for the full amount unless the 
Equipment is returned and fees paid. By initialing and signing this release, Renter agrees that all late fees 
shall be charged against the Renter’s account.

Initial: ________________________________

9. The Renter is hereafter responsible for the care and reasonable protection of the Equipment for the 
duration of the rental period. This includes storing the Equipment in secure locations in accordance with 
the specified and approved procedures. If upon return, the Equipment is determined to be excessively 
dirty by the rental staff, the Renter agrees that a cleaning charge will be charged against the Renter’s 
account. If the Equipment is damaged due to negligent or wrongful use or operation, the Renter agrees 
that the damage fees for the Equipment shall be charged against the Renter’s account. Predetermined 
damage fees are available for review at the Outdoor Education and Leadership Office in the CAP Center 
for common damages, however all fees are subject to final assessment by the Director of the Program. If 
the Equipment is destroyed or damaged to the extent that it is deemed destroyed by the Program, the 
Renter shall be responsible for the current replacement MSRP cost of the Equipment. If the Equipment is 
lost or stolen because of improper storage or Renter negligence, the Renter shall be responsible for the 
MSRP price of the Equipment. By initialing and signing this release, the Renter agrees that the MSRP 
price of the lost or destroyed Equipment shall be charged against the Renter’s account at the replacement 
price value, not the depreciated value. The Equipment shall always be stored in a secure location when 
unattended. Having equipment lost or stolen will preclude the undersigned from participating in the 
Program for 6 months from the date that the incident occurred, at the discretion of the Outdoor Education 
and Leadership program director.

Initial: ________________________________

10. The Renter agrees the covenants and agreements herein contained shall inure to the benefit of and be 
binding upon Renter’s executors, administrators, heirs, next of kin, legal representatives, successors, and 
permitted assigns.

IN WITNESS WHEREOF, the Renter hereby executes this Release on the date first written above.

I hereby certify that I have read this document and I understand its content. I am 18 years old or 
older.

BY: (Rental Center Staff Member Printed)

Print Renter Name: ______________________________________________________________________

Renter Signature: ______________________________________________________________________

Renter BUID number: ____________________________________________________________________

Date: ____________________________________________________________________________

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