

All-Terrain Wheelchair Rental Agreement

Licking Park District | 740-587-2535

Please print clearly. All fields must be completed.

PO Box 590 | 4309 Lancaster Rd., Granville, OH 43023

PRIMARY ADULT CONTACT IN THE HOUSEHOLD (“RENTER”):

Name: _____ Date of Birth: ___/___/___ Age: ___
Last | First

Driver’s License or State ID No.: _____ State: _____ Staff Verification: _____

*** Renter must provide DL or State ID to staff. Staff will attach a copy to the agreement.**

Address (street, city, state & zip): _____

Primary Phone: _____ Other Phone: _____

Email: _____

RIDER’S NAME:

Place “X” in circle if Rider is the same Primary Adult Contact in the Household (see above).

Name: _____ Date of Birth: ___/___/___ Age: ___
Last | First

Address (street, city, state & zip): _____

Primary Phone: _____ Other Phone: _____

Email: _____

SIZE OF CHAIR: Youth (Grit Junior) Adult (Grit Spartan)

WHERE WILL EQUIPMENT BE USED? *Note: At the present time, equipment may only be used at Infirmiry Mound Park (4351 Lancaster Rd., Granville, OH 43023).*

TERMS AND WAIVER/RELEASE OF LIABILITY

In consideration for being permitted to utilize the All-Terrain Wheelchair, Rider/Renter (or parent/legal guardian if Rider is a minor) acknowledges and agrees to the following:

1. **RESERVATIONS:** Reservations are on a first come-first serve basis and may be made no sooner than 7-days in advance. Reservations must be made at least 24-hours in advance of rental date to allow for staff planning. Rentals will not be available on holidays or when the office is closed during the week. At the present time, rental days/times are available as follows.

Weekdays:	9:00 am - 12:00 pm 1:30 pm - 4:30 pm
Sat. & Sun:	All day rental. For Sat. & Sun., Renter will pick up equipment on Friday between 4:30 pm and 5:00 pm. Renter to return equipment on Monday between 8:00 am and 8:30 am.
2. **RENTAL FEE:** At the present time, there is not a fee to rent a wheelchair.
3. **CANCELLATIONS:** Please call our office (740-587-2535) if you need to cancel your Rental Agreement.
4. **LOST OR STOLEN PROPERTY:** Rider understands that he/she is fully responsible for the safekeeping of the equipment while in Rider’s possession. In the event of lost or stolen property, Rider will be responsible for the cost of property, including shipping. Value of the chair is \$5,000.
5. **REQUIRED IDENTIFICATION:** A valid Driver’s License or State ID must be presented for equipment rental (no exceptions). LPD staff will make a photocopy for our records.
6. **EQUIPMENT PICK UP AND RETURN:** Rider will pick up the equipment at the Licking Park District Office (4309 Lancaster Rd., Granville, OH 43023). Rider will return equipment to the same office.
7. **LATE FEE:** Renter will be subject to pay a \$25.00/hour late fee if equipment is returned late. Late fee will be computed on the basis of each hour or more than one-half hour thereof that a wheelchair is returned late. Equipment that is not returned within 24-hours of scheduled return time will be considered stolen property and the Renter will be liable for the full replacement cost of the equipment. Under no circumstance will a Renter return equipment without LPD staff present.
8. **INSPECTION OF EQUIPMENT:** The Licking Park District will inspect the equipment upon return. Renter is responsible for all damages to the equipment, beyond which is considered normal wear and tear.
9. **TRACKING DEVICE:** Renter understands that the unit is equipped with a tracking device. Renter may not remove or disable the tracking device.
10. **INSTRUCTIONS:** Rider agrees that he/she has been provided instructions and will follow all instructions for the proper use of the equipment. Rider will not utilize said equipment until Rider is familiar with its operation. Rider agrees not to use equipment on steep inclines/declines or around water.

11. SOLE USE: Rider will NOT permit other persons to utilize the equipment.
12. WEIGHT: If renting the Youth Chair, Rider agrees that he/she is under 200 lbs. If renting the Adult Chair, Rider agrees that he/she is under 350 lbs.
13. HELMET: Rider will wear a helmet while utilizing the equipment. Rider is responsible for providing his/her own helmet.
14. MINOR RIDERS: All minor Riders (under 18 years of age) riders MUST be accompanied by their parent/legal guardian during equipment use.
15. COMMUNICATION: Renter/Rider will carry a phone on their person while utilizing the equipment. If issues arise and Renter/Rider is unable to reach office staff, call or text 614-352-7172 or 614-753-5538.
16. ISSUES WITH EQUIPMENT: Rider will make the Licking Park District aware of any equipment issues that Rider experiences while utilizing the equipment.
17. INHERENT RISKS: Rider understands that use of the equipment includes inherent risks and hazards involved in recreational activities.
18. ASSUMPTION OF RISKS: Rider knowingly and freely assumes all such risks, both known and unknown, even if arising from the negligence of the Licking Park District or others, and assumes full responsibility for use of said equipment and participation.
19. PHOTOGRAPHS: Rider agrees that any photographs or video taken of him/her, with or without their name, both single and in conjunction with other persons or objects during the rental period may be used by the Licking Park District for promotional and marketing purposes. To decline photo consent, submit a letter in writing to the Licking Park District along with a current photo of the Rider at the time of rental.
20. HOLD HARMLESS: Rider, for himself/herself and on behalf of his/her minor children, spouse, heirs, assigns, personal representatives and next of kin, hereby releases the Licking Park District and agrees that the Licking Park District will not be liable for, and the Renter hereby indemnifies, defends and holds harmless against, all liabilities, claims, costs and expenses including attorney fees, imposed upon or incurred by the Licking Park District on account of loss or damage to property or injury to or death of or loss by any person that may be occasioned by the actions or omissions, whether negligent or otherwise, of the Licking Park District or any of its employees, officers, Board of Park Commissioners, volunteers or sponsors, to the fullest extent permitted by law.
21. FAILURE OF RENTER TO SIGN: Failure of Renter to sign the Agreement will prohibit use of said equipment.
22. REFUSAL TO RENT: The Licking Park District reserves the right to refuse rental to any person based on person's past rental history with the Licking Park District.
23. TERMINATION: The Licking Park District may terminate this Agreement at any time and for any reason.
24. PARTIAL INVALIDITY: If any term of this Agreement is found to be illegal, unenforceable, or in violation of any laws, statutes, ordinances or regulations of any public authority having jurisdiction, then, notwithstanding such term or provision, this Agreement will remain in full force and effect and such term will be deemed stricken.
25. LAWS AND JURISDICTION: All questions regarding the validity, intention or meaning of this Agreement will be construed and resolved under the laws of the State of Ohio.
26. ENTIRE AGREEMENT: This Agreement constitutes the entire Agreement between the parties and supersedes all prior written and oral agreements, communications, representations and understandings.

Rider's Signature: _____ Date: _____
 (Parent/Legal Guardian Signature if Rider is a under 18 years of age)

LICKING PARK DISTRICT USE ONLY:

Equipment No. Issued: _____	Issued By: _____
Rental begins on: ____ / ____ / _____	Start Time: _____ am / pm
Rental ends on: ____ / ____ / _____	End Time: _____ am / pm
Date of Return: ____ / ____ / _____	Time of Return: _____ am / pm
	Yes No
Equipment returned? <input type="radio"/> <input type="radio"/>	Comments: _____
Returned on time? <input type="radio"/> <input type="radio"/>	_____
Equipment inspected? <input type="radio"/> <input type="radio"/>	_____
Equipment damaged? <input type="radio"/> <input type="radio"/>	_____
Staff Initials: _____	Date: ____ / ____ / _____