



Iron County 4-H Track Chair Use Agreement and Waiver and Release of Liability

Iron County and the Iron County 4-H program facilitates and provides the means for individuals with mobility challenges to access and enjoy Wisconsin's natural resources. It is our goal to assure the safety of every participant and equipment user, making the outdoors accessible, but also safe. There are, however, still risks to these activities. This document sets out the expectations for individuals who use equipment belonging to the Iron County 4-H program. **Equipment Owner:** Iron County and the Iron County 4-H Program.

Parent/Guardian and Minor(s) (collectively, the "User") Information

User/Parent/Guardian Name: _____

Minors' Name and Age, if any: _____

Organization Name: _____

Address: _____

Phone: _____ Email: _____

Iron County and the Iron County 4-H Parents and Leaders Association agrees to provide the wheelchair(s) and trailer(s)/carrier (the "Equipment") to the User as listed on the "IC and IC 4-H Condition Report". The Equipment shall be provided for the following time period:

Starting date and time: _____ Ending date and time: _____

In consideration of the following Terms and Conditions, IC and IC 4-H agrees to provide to the User the Equipment described above:

1. Assumption of Risk. User acknowledges that the activities for which the Equipment is designed to include inherent dangers, including the risk of bodily injury and/or death to themselves and others. Such risks include, but are not limited to, injury to the User and damage to the Equipment. User assumes and accepts all risks associated with the use of the Equipment. I understand that my vehicle insurance covers the trailer and contents when connected to my vehicle. **User Initials** _____

2. Safe and Careful Use. User agrees and acknowledges that he/she and any minor listed above will be the sole operator(s) of the Equipment, will be in full control of the Equipment, and will use the Equipment in a careful, safe and conscientious manner. User shall at all times observe and adhere to any local or event rules and guidelines, and all applicable laws or regulations. User shall be responsible at all times for the safety of any and all passengers in the Equipment. **User Initials** _____



3. Condition of Equipment upon Checkout and Return. User shall be given the opportunity to inspect the Equipment before the start of the agreement period to ensure that it is in good operating condition. Both the User and an IC and IC 4-H Volunteer will fill out the "IC and IC 4-H Condition Report Form." The User shall return the Equipment to IC and IC 4-H clean, free of garbage and debris, and in the same condition as it was in when given to User, excepting ordinary wear and tear. **User Initials** _____

4. Damages. User shall promptly pay for any damage caused to the Equipment during the agreement period beyond ordinary wear and tear in order to return the Equipment to working order. The User agrees to notify IC and IC 4-H immediately of any accident involving the Equipment. The User agrees to reimburse IC and IC 4-H for the cost of all damages to the Equipment resulting from accident, collision, theft or loss. **User Initials** _____

5. Late Return. User shall make all reasonable efforts to return the Equipment by the agreed ending date above, unless other arrangements or modifications are made in advance. **User Initials** _____

6. Fee. A \$50 reservation fee is required to be paid in full prior to checking out the Action TrackChair (any reservations over 7 days must include an additional \$50 fee per week). The registration fee will be used for future repairs, battery replacements, etc. **User Initials** _____

7. Release and Indemnification. The User agrees to release IC and IC 4-H from any claim for loss and/or injury of any nature whatsoever, other than IC and IC 4-H's intentional acts. User agrees to indemnify and hold IC and IC 4-H harmless from any claim for liability for loss and/or injury to any other property or persons, including all users of the Equipment hereby rented, by reason of accident involving the Equipment during this agreement period or as a result of the operation of the Equipment in violation of any law or ordinance. **User Initials** _____

User has read and understands all of the terms, conditions and rules set forth above, and agrees to all terms without reservation. The user acknowledges that he/she is a responsible adult of at least 18 years of age, and that he/she is responsible for any minors listed above.

Signature of User / Parent/Guardian: _____ **Date:** _____

IC and IC 4-H Representative: _____ **Date:** _____