

Participant Name:

Height (Inches):

Boot Size (EU):

Special Notes:



OUTDOOR SPORT INSTITUTE EQUIPMENT RENTAL RELEASE AGREEMENT

EXHIBIT C

- Rental; Parties; Term** The below-named participant (the "Participant") (or, in the event the Participant is under the age of 18, then the undersigned parent or guardian of the Participant, for myself and on behalf of the Participant) subleases from YMCA of Auburn-Lewiston (the "Organization"), and the Organization subleases to me, the rental equipment described in Section 2, below (the "Equipment") for use by the Participant for a period from December 12th 2018 to April 1st, 2019 (the "Term"). I agree to pay to the Organization as rent for the Equipment the sum of \$65.00 for the Term, payable on execution of this Agreement. (For the avoidance of doubt, if the "Participant" is 18 years of age or older, then "I" and the "Participant" are one and the same and the words "me," "my," and words of similar import refer to the "Participant". If the Participant is under the age of 18, then the words "I," "me," "my," and words of similar import refer to the undersigned parent or guardian of the Participant.) In consideration of the right to use the Equipment and the rent to be paid by me, the Organization and I agree to the terms and conditions set forth in this Agreement.
- Equipment** The Equipment to which this Agreement applies are the following items owned by Outdoor Sport Institute and leased from Outdoor Sport by the Organization:
 - 1 pair of Nordic Skis
 - 1 pair of Nordic Ski Boots
 - 1 pair of Nordic Ski Poles
 - 1 Nordic Ski Bag
- Care; Assignment; Surrender; Loss/Damage** I accept full responsibility for the care of the Equipment while it is rented to me. I have examined the Equipment as fully as I desire. At the end of the Term, I agree to return the Equipment in at least as good and clean order and condition as when delivered to the Participant (or, if I am the parent or guardian of the Participant, as when delivered to me or the Participant), failing which, I agree to pay the fees for loss, damage and/or cleaning as provided in "Schedule A" of this document. I will not assign this agreement or sublet the equipment to any person. Notwithstanding the foregoing, in the event that the Participant is under the age of 18, the Organization and I agree that the Participant shall have the right to use the Equipment during the Term.
- Release and Indemnification** Aware of the risks of serious injury (including disability or death) and/or property damage arising from participation in the sport of Nordic skiing and associated activities, including travel (collectively, the "Activities"), the Participant (or, in the event the Participant is under the age of 18, the undersigned parent or guardian of the Participant, for myself and on behalf of the Participant), agrees as follows: To the extent permitted by law, I hereby release and agree to indemnify, hold harmless and, if requested by Outdoor Sport Institute, defend Outdoor Sport Institute, the "Organization" and all of the respective owners, directors, trustees, officers, employees, agents, and affiliates of each of the foregoing persons and/or entities, and any and all coaches, officials, organizers, agents, and volunteers associated with the program through which the Equipment is being provided (collectively, the "Releasees"), from and against

any and all claims, liabilities, damages, losses, costs and expenses (including reasonable attorneys' fees) arising out of or resulting from, directly or indirectly, my (or in the event the Participant is under the age of 18, the Participant's) participation in any of the Activities and/or use of the Equipment and/or the selection and/or fit of the Equipment, including, without limitation, those arising out of, resulting from, or attributable to personal injury (including disability or death) and property damage (collectively, "Claims and Liabilities"), regardless of cause, including any and all claims and liabilities which arise out of or result from any actions or omissions, including negligence, on the part of any of the Releasees. Some jurisdictions do not allow the exclusion or modification of certain rights or remedies and the foregoing provision does not operate to, and is not to be construed as an attempt to, exclude or modify any rights or remedies that cannot be modified or excluded under applicable law.

5. **Miscellaneous** This Agreement sets forth the entire agreement and understanding of the parties relating to the subject matter hereof and supersedes all prior agreements, discussions and understandings between them, whether oral or written, relating to the subject matter hereof. If any part of this Agreement is determined to be unenforceable, all other parts shall be given full force effect. Each and every person and entity constituting one of the Releasees is expressly intended to be and is hereby made a beneficiary of this Agreement.

The undersigned has (have) read this Agreement and voluntarily agree(s) to the terms of this Agreement. The following information and signatures are required:

Print Participant's Full Name	Participant's Signature	Date
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Participant's Date of Birth

For Participant's under the age of 18:

Print Parent/Guardian's Full Name	Parent/Guardian Signature	Date
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Parent/Guardian's Mailing Address:

Parent/Guardian Phone Number:

Home	Cell
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Parent/Guardian Email Address:
