

EQUIPMENT RENTAL TERMS AND AGREEMENT

WHEELABLE WILDERNESS, INC.

Effective Date: January 20, 2025

This Equipment Rental Terms and Agreement (“Agreement”) is entered into by and between Wheelable Wilderness, Inc., a nonprofit organization, and the undersigned borrower (“Borrower”). By signing this Agreement, the Borrower acknowledges and agrees to the following terms and conditions for renting equipment, including Track wheelchairs, from Wheelable Wilderness.

ARTICLE I – EQUIPMENT RENTAL PROGRAM OVERVIEW

Section 1. Free Lending Program

- Wheelable Wilderness offers a free equipment lending program to promote outdoor accessibility for individuals with disabilities. All equipment, including Track wheelchairs, is loaned free of charge for a maximum rental period of two (2) weeks.

Section 2. Eligibility Requirements

- Rentals are available to any individual, families, professionals, and social service providers and must meet at a mutually agreed-upon location and time within a 200-mile radius of Bowling Green, Kentucky.
- Borrowers must be eighteen (18) years or older or have a legal guardian sign this Agreement on their behalf.

Section 3. Delivery and Return Policy

- Equipment will be delivered to the Borrower at a mutually agreed-upon location and time.
- The Borrower must ensure the equipment is available for pickup at the end of the rental period.
- Failure to return equipment on time may result in penalties, including suspension of future rental privileges and a \$100 fine.

Section 4. Condition of Equipment

- Equipment will be inspected prior to delivery to ensure it is in proper working condition.
 - The Borrower agrees to perform a visual inspection upon receipt and notify Wheelable Wilderness of any pre-existing damage or issues.
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ARTICLE II – BORROWER RESPONSIBILITIES

Section 1. Proper Use of Equipment

The Borrower agrees to:

- Use the equipment only for its intended purpose and in accordance with the guidelines and instructions provided by Wheelable Wilderness upon delivery.
- Avoid using the equipment on unsafe terrain, in extreme weather conditions, or in any way that could cause damage to the equipment or injury to the user.

Section 2. Damage, Loss, or Theft

- The Borrower assumes full responsibility for the care and security of all rented equipment while in their possession, including but not limited to **trailers, track chairs, and any durable medical equipment**.
- In the event of damage, loss, or theft, the Borrower is **financially responsible** for the full replacement cost or repair expenses, including the cost of specific parts.
- Replacement costs for Track wheelchairs range from \$20,000 to \$35,000, depending on the model.

Section 3. Maintenance and Repairs

- The Borrower must notify Wheelable Wilderness immediately if the equipment requires maintenance or repair.
 - The Borrower is prohibited from attempting any repairs or modifications to the equipment.
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ARTICLE III – LIABILITY AND INDEMNIFICATION

Section 1. Assumption of Risk

- The Borrower acknowledges inherent risks in outdoor activities and voluntarily assumes all risks associated with equipment use.

Section 2. Release of Liability

- Wheelable Wilderness is not liable for injuries or losses; the Borrower agrees to indemnify and hold harmless the organization and its affiliates.

Section 3. Waiver of Claims

- The Borrower waives all claims resulting from misuse, negligence, or failure to follow instructions.
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ARTICLE IV – SAFETY GUIDELINES AND COMPLIANCE

Section 1. Mandatory Guidelines

Borrowers must attend orientations if applicable, wear recommended safety gear (helmets, seat belts), and operate equipment safely.

Section 2. Prohibited Activities

The Borrower agrees not to:

- Use the equipment while under the influence of drugs or alcohol.
- Allow unauthorized individuals to operate the equipment.
- Engage in activities that could damage the equipment or endanger the user.

Section 3. Non-Compliance

Failure to comply with the safety guidelines and instructions may result in:

- Immediate termination of the rental agreement.
 - Legal action to recover damages or address safety violations.
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ARTICLE V – LEGAL AND ADMINISTRATIVE PROVISIONS

Section 1. Insurance Coverage

- Wheelable Wilderness does not provide insurance
- Borrowers are responsible for their own coverage.

Section 2. Governing Law

- This Agreement is governed by the laws of the State of Kentucky.

Section 3. Dispute Resolution

- Disputes shall be resolved via mediation or arbitration before legal action.

Section 4. Severability Clause

- If any provision is found invalid, the remaining provisions remain in effect.

Section 5. Entire Agreement

- This document constitutes the entire understanding between parties.