

2016 Lacrosse Gear Rental Package Agreement

Rental Terms and Rates of Agreement: (Circle term and rate below)

Annual Rental	1/10/16-12/1/16	\$125.00
Spring Rental	1/10/16-6/30/16	\$100.00
Fall Rental	8/15/16-12/1/16	\$40.00
Weekly Rental	Seven Consecutive Days	\$10.00

- Rental Package includes Helmet, Chest Pads, Arm Pads and Gloves
- Players must be fit properly in person by Parent/Guardian and Staff with Parent/Guardian approving fitting
- Renters must be 18 years of age or older to rent gear
- Renters must have or create an account with Superior Seconds through this Rental Form
- Renters must provide a credit card number for the \$200-\$250 rental equipment deposit, to be charged if the renter fails to return the equipment by the end of the rental term; no term extensions will be granted
- Equipment return is required promptly at the end of the rental term: _____

Indicate Player Program: Issaquah Lacrosse Club Skyline Lacrosse Club Eastlake Lacrosse Club
 Sammamish Interlake Liberty Lacrosse Club Mt Si Lacrosse Club Other: _____

Lacrosse Player Name: _____

_____ **Age** _____ **Parent/Guardian**

Name: _____ **WA DL:** _____ **Mailing**

Address: _____ **City** _____ **Zip** _____ **Phone**

Number: _____ **Email Address:** _____ **Rental**

Gear Account: 3692	Small	Medium	Large	
Chest Pads	3692 - 3	3692-2	3692-1	
Arm Pads	3692- 6	3692-5	3692-4	
Gloves	3692-9	3692-8	3692-7	
Helmets	3692-10 (Youth)	3692-11 (Classic)	3692- 12 (Premium)	3692-13(Team Clrs)

VOLUNTARY WAIVER-RELEASE FROM LIABILITY-INDEMNITY AGREEMENT-PARENT/LEGAL GUARDIAN RELEASE

I elect to rent a Lacrosse Gear Rental Package from Superior Seconds LLC. I understand the record of this rental along with a copy of my ID and a record of my credit card number will be kept on file to be charged the rental gear deposit of \$200-\$250 in the event I do not return the gear 2 weeks after the end of the rental term. If the rental deposit is charged to the card I have on file, I understand I will then own the equipment listed above and that it cannot be returned.

I have paid the rental fee and received a lacrosse helmet, chest pads, arm pads and gloves which I have fitted to my player listed above. I agree all equipment is in good condition and proper working order. I agree to keep the equipment in good condition and return it in the condition it is in at the time of rental. In the event any equipment is returned damaged, I understand I will be charged for the damaged equipment and agree to pay replacement fees for the items I rented at their fair market value.

Renter Signature: _____ **Date:** _____

Card Record for Security Deposit: (Circle One) **Visa** **Mastercard** **Discover**

Card Number: _____ - _____ - _____ - _____ **Exp:** _____ **CVV :** _____

MINOR PLAYER NAME: _____ Account _____

VOLUNTARY WAIVER-RELEASE FROM LIABILITY-INDEMNITY AGREEMENT-PARENT/LEGALGUARDIAN RELEASE AGREEMENT

Lacrosse Rental Gear - Use at Own Risk – Conditions of the Rental Agreement

1. **Representation:** By signing this Rental Agreement, I make the following representations:
 - A. I am of legal age to sign this rental agreement. I am not under the influence of intoxicants or drugs.
 - B. I have sufficient knowledge and physical and mental ability to make this agreement.
2. **Manner of Operation:** I agree that the equipment rented under this rental agreement shall be used in a safe, lawful and reasonably prudent manner. Further, the equipment will only be used by the people whose names appear on this release agreement and will not be entrusted to any other person at any other time.
3. **Assumption of Risk:** I understand Lacrosse is a contact sport and that participation can result in serious bodily injury or death, as well as property damage. I agree to rent and use these items at my own risk as a condition of this rental agreement. I agree to indemnify and hold Superior Seconds LLC harmless against any and all claims, losses, damages, expenses, judgments, settlements, and arbitration rulings arising from the use of the lacrosse gear listed herein. Such claims include, but are not limited to, bodily injury, death, and property damage and apply to all economic and non-economic damage claims. **Initials X** _____
4. **Minors:** I agree that all of the above applies to any minor listed on this form. I understand the nature of the activity, the minor's capabilities, and I state that he or she is qualified to participate in this high risk activity. I hereby release, discharge, covenant, agree not to sue and agree to indemnify and save and hold harmless Superior Seconds LLC from all claims, demands, damages, costs, liabilities, claims to be contribution and claims for indemnity of any type of description whatsoever caused or alleged to be caused in whole or in part and in any relation to or arising out of any conduct relating to this activity, whether caused in whole or in part by the negligence of released or otherwise and further agree that if, despite this release, I, the minor, or anyone on the minors behalf makes a claim against any of the released, I WILL INDEMNIFY, SAVE AND HOLD HARMLESS, each of the released from any litigation expenses, attorney's fees, loss, liability, damage or costs any might incur as a result of such a claim. I further agree to pay all economic and non-economic claims or damages. **Initials X** _____
5. **Signing on Minors Behalf:** I have read this agreement and voluntarily agree that I sign this release on their behalf.
6. **In Consideration** for Superior Seconds LLC allowing me to rent the listed equipment I represent and promise the my personal representatives, heirs, next of kin, spouse, members of my family and assigns voluntarily and expressly agree to release, discharge, covenant not to sue and hold harmless Superior Seconds LLC and all its owners, officers, directors, members, agents and employees of the above named party and affiliates from any and all legal liability, damages, property damage and/or medical expenses resulting from my, or my minors participation in the sport and personally assume all risk, including but not limited to negligence, strict liability, breach of contract, or other act of omissions, or any other participants, including myself or from any other cause.
7. **Warranty Disclaimer:** Superior Seconds LLC give no warranty, expressed or implied, except as stated herein, regarding the condition or safety of the rental equipment. I agree the Superior Seconds shall not be liable for any loss, including personal loss, which was or may have been caused by use of the rented equipment. **Initials X** _____
8. **Invalidity of Particular Provisions:** If any term or provision of this rental agreement or application thereof to any person or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and shall continue in full force and effect.
9. **Enforcement of Agreement:** This rental agreement may not be amended except in writing. In the event litigation is commenced to enforce any provision of this rental agreement, I agree to pay attorney's fees and court costs incurred by Superior Seconds LLC as well as other litigation expenses, including the costs of depositions, expert witnesses and any other costs necessary for such cause or action. The venue for such litigation shall be laid exclusively in King County Superior Court.
10. **I HAVE READ AND UNDERSTAND THE ABOVE TERMS OF THIS RENTAL AGREEMENT AND AGREE TO BE BOUND BY THEM.**

Renter Signature: _____ **Date:** _____

SS Witness: _____ **Date:** _____