

BAILMENT AND USE AGREEMENT

The Parties to this Bailment and Use Agreement (Agreement) are Colorado White Water Association, Inc. (CW), _____ (Student) and _____ (Parent) (Student and Parent referred to collectively as Borrowers). The Effective Date of this Agreement is _____ of 20__.

Recitals

CW is a 501(c)(3) non-profit corporation that promotes white water paddling by, among other things, providing instruction in whitewater kayaking. Borrowers are members of CW and Student is an enrolled participant in CW instructional classes. Borrowers wish to borrow from CW certain kayaking equipment (Equipment) as identified below. CW is willing to lend the Equipment to Borrowers but only subject to the following terms and conditions.

TERMS AND CONDITIONS

1. **Loaned Equipment.** CW lends the following Equipment to Borrowers:

Kayak Manuf.: _____

Model/Color: _____

Other Equip: _____

2. **Ownership.** Borrowers acknowledge that CW owns the Equipment and is allowing Borrowers to take possession of and use the Equipment subject to the terms of this Agreement. By allowing Borrowers to take possession of and use the Equipment, Borrowers acknowledge that they acquire no right, title, or interest in the Equipment.
3. **Use of Equipment.** Borrowers agree they will not permit anyone other than Student to use the Equipment and only then during Student's participation in the CW instructional classes in which Student is enrolled, including the following: pool sessions; flat water instruction; moving water instruction; and training camp. Borrowers agree that Student may not and will not use the Equipment at any other time, including during any other CW sponsored activities (e.g., cruises, competitions, or river weekends).
4. **Additional Terms.** Borrowers agree to the following additional terms of use:
- a. Borrowers agree to return the Equipment to CW in the same condition as when Borrowers took possession of the Equipment, normal wear and tear excepted. If Borrowers lose, damage, or destroy the Equipment, Borrowers will pay CW an amount equal to the cost incurred by CW to replace the Equipment, or the value of the Equipment (as determined by CW in its sole discretion), whichever is greater;
 - b. Borrowers will permit no person other than Parent or Student to use or take custody and control of the Equipment from the time Borrowers receive the Equipment until Borrowers return the Equipment to CW;

- c. Borrowers will take possession of the Equipment on _____ and must return the Equipment to CW on or before _____, except that Borrowers must immediately return the Equipment to CW if CW so requests;
- d. Borrowers agree to indemnify and hold CW harmless from any and all liability which may accrue or arise as a result of Borrowers' use of the Equipment, including all costs, damages, claims, expenses, attorney's fees and litigation costs;
- e. If Borrowers fail to return the Equipment at the time and place requested by CW or as otherwise provided for in this Agreement, Borrowers agree to pay CW a daily rental rate as determined by CW at its sole discretion;
- f. Borrowers each release CW and its members, instructors, and agents from any and all claims of every kind arising from or relating to Borrowers' use or possession of the Equipment. All waivers signed by Student and Parent in favor of CW are expressly incorporated by reference as if set forth fully in this Agreement;
- g. CW provides the Equipment to Borrowers "as is" and without warranty, express or implied, of any kind.

Signed and Agreed to this _____ day of _____ 2019.

Colorado White Water Assn. Inc.:

By: _____

Title: _____

Parent (on Parent's own behalf and on behalf of and as parent and legal guardian of Student:

Student:

Name/Signature

Name/Signature

Address

Address

Telephone Number

Telephone Number

Email

Email