

Equine Association of Yukon



Equipment Borrowing Agreement

The person signing this agreement and the organization on whose behalf the equipment lending is being made (collectively the “Borrower”) are responsible for compliance with this agreement. All Borrowers are required to read and sign the Equipment Liability Release Agreement as part of the lending agreement. Please read carefully, fill out the sections, and sign where required.

Eligible Borrowers include EAY affiliate clubs with liability insurance coverage and any current EAY members.

1. Equipment Information

Item Description	Condition of equipment prior to borrowing (to be completed by EAY)	Condition of equipment upon return (to be completed by EAY)

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2. Borrower Information

First Name:	Telephone:
Last Name:	Email Address:
Address:	Affiliate Club:
Postal Code:	Where will equipment be used?

3. Conditions of Use

What will the equipment be used for (I.E. schooling show, personal use, etc.):

Who will be using the equipment?

Does the Affiliate Club, if applicable, have adequate insurance for this event?

EAY's policy is that borrowers may have use of equipment for up to one month. If there have been no subsequent requests received for the equipment, the time period may be extended. If, after one month, a subsequent request is received for the equipment, the original borrower has up to one week to return the equipment.

Borrowing of equipment is restricted, in the months of November through March, to indoor equestrian facilities only. This requirement is in place to preserve the life of the equipment as much as possible.

Equipment pick up date: _____

Equipment return date: _____

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4. Damaged or Unreturned Items

The equipment is the property of Equine Association of Yukon and must be returned in the same condition that it was loaned out. If any damage beyond expected wear and tear of equipment occurs during the borrowing time frame, or any parts are not returned, EAY has the right to charge for the replacement cost of those items.

I am an authorized agent of the organization submitting this agreement. The information provided in this agreement is true and correct. I have read and understand this agreement and agree to the aforementioned conditions of use.

Signature: _____

Print name: _____

Date: _____

5. Equine Association of Yukon Promissory Note

For use by an affiliate club or individual

Due: On Demand

For value of the established EAY equipment, the undersigned (*borrowing party*), hereby acknowledges itself indebted to Equine Association of Yukon and promises to pay the replacement cost in the case of damage (beyond regular use) or loss of any borrowed EAY equipment.

Date: _____

Borrower signature: _____

Borrower printed name: _____

Witness signature: _____

Witness printed name: _____

EQUIPMENT LIABILITY RELEASE AGREEMENT

BY SIGNING THIS FORM YOU GIVE UP YOUR RIGHT TO SUE EQUINE ASSOCIATION OF YUKON IN THE EVENT OF AN ACCIDENT, INJURY OR LOSS

(please initial each line to acknowledge you have read it and accept its terms).

____ I accept for use **AS IS** the equipment listed on this form, in good condition and good repair, and accept full financial responsibility for the care of the equipment while it is in my possession. I will be responsible for the replacement at full retail value of any equipment borrowed under this form, but not returned. I will be responsible for the replacement at full retail value of any equipment borrowed under this form, which is returned damaged beyond repair. I will be responsible for the cost to repair equipment damaged while in my care (beyond what is acceptable normal wear and tear as agreed upon by the EAY Board). I agree to return all borrowed equipment by the agreed date.

____ I **understand** there are inherent risks involved in the sport for which this equipment is used, that injuries are common ordinary occurrences of the sport.

____ I **accept** all of the risks and the possibility of death, personal injury, property damage and loss resulting from my involvement with the above equipment.

____ I **release** Equine Association of Yukon (EAY) and its directors, officers, employees, agents, representatives, successors and assigns (all of whom are herein collectively referred to as “the Releasees”) and to release the Releasees from any and all liability for any loss, damage, injury or expense that I may suffer, or that my next of kin may suffer as a result of/or arising out of any aspect of my use of the equipment due to any cause whatsoever, including negligence, breach of contract or breach of warranty on the part of the Releasees in respect of the design, manufacture, selection installation, maintenance or adjustment of the equipment, or in the respect of the provision of or the failure to provide any warnings, directions, instructions or guidance to the use of the equipment.

____ I **state** that to the best of my knowledge I have no medical, physical or mental health conditions that would hinder or prevent my active participation in this activity. PLEASE NOTE: It is strongly recommended that each participant maintain some type of accident medical insurance for his/her own protection.

____ I **confirm** that I am 18 years or older and if not will have a parent or guardian sign this waiver and release of claims. I also confirm that I have read over this agreement before signing, that I understand it, and that it will be binding, not only to me, but also to my heirs, next of kin, executors, administrators and assigns.

____ I **acknowledge** that EAY staff has been available to fully explain the various hazards and risks associated with this equipment, along with any and all safety precautions to be made aware of for the participation in this activity.

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____ I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS RELEASE AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS RELEASE AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST THE RELEASEES.

____ I AM AWARE OF THE RISKS, DANGERS AND HAZARDS ASSOCIATED WITH THE USE OF THIS EQUIPMENT AND I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM.

Signed this _____ day of _____ 20____.

Name of borrower/participant (please print)

Signature of borrower/participant

Name of lender (please print)
(EAY board member)

Signature of lender