

Liability Waiver for Equipment Rental/Loan Agreement

This Agreement is made and entered into on _____ [date] by and between _____ [renter/department name], (hereinafter referred to as "Renter"), and Bryan College Marketing & Communication Services, (hereinafter referred to as "Marketing").

This Liability Agreement is for the rental of photography and videography equipment from Bryan College, and is in effect from _____ [start date] to _____ [end date].

The equipment being rented includes:

Rental Equipment: Renter acknowledges that Marketing has loaned or rented to the Renter certain equipment, as described in the attached Schedule A, for use by Renter in accordance with the terms and conditions of this Agreement.

Purpose of Rental: Renter represents that the equipment is being rented or loaned for lawful purposes only and will not be used for any illegal or unauthorized purposes.

Condition of Equipment: Renter acknowledges that the equipment is in good condition and accepts the equipment "as is." Renter will return the equipment in the same condition as when received, reasonable wear and tear excepted.

Insurance: Renter acknowledges that Marketing does not maintain insurance covering the equipment and that the Renter is solely responsible for insuring the equipment against loss, damage, or theft.

Indemnification: Renter agrees to indemnify, defend and hold harmless Marketing and its officers, employees, and agents from and against any and all claims, damages, liabilities, and expenses (including reasonable attorney's fees) arising from the rental or loan of the equipment.

Termination: This Agreement may be terminated by Marketing at any time upon written notice to the Renter. Upon termination, Renter shall immediately return the equipment to Marketing.

Governing Law: This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee.

Entire Agreement: This Agreement constitutes the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements, whether oral or written.

Waiver: The waiver by either party of any breach or default hereunder shall not be deemed a waiver of any subsequent breach or default.

Assignment: Renter shall not assign this Agreement or sublease the equipment without the prior written consent of Marketing.

SEVERABILITY: If any provision of this Agreement shall be held invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

IN WITNESS WHEREOF, the Renter has executed this Agreement as of the date first above written.

Renter

Marketing Representative