Mississippi Department of Wildlife, Fisheries, and Parks' Track Chair Rental Rules, Policies, and Liability Waiver

Please initial each item and sign below to acknowledge acceptance of this agreement.

____ Renter shall obey all state and federal laws while operating or renting equipment from MDWFP. Renter is solely responsible for any citation for violations of any such rules.
____ Renter represents that he/she is capable of safely operating and handling the Rental Equipment and hereby certifies, after careful inspection, that the Rental Equipment is in good working order condition and repair. Renter represents that he/she possess the necessary skills, knowledge, and experience to safely use the Rental Equipment including the "tilt" feature for going up and down hills and expressly acknowledges the potential dangers associated with the improper use of said Rental Equipment.
____ Renter acknowledges that he/she shall bear all risk and responsibilities for any and all damage, loss or theft of the Rental Equipment and shall pay MDWFP the full cost of repair or replacement of said Rental Equipment. Renter shall return all Rental Equipment in the condition in which it was received.
____ The Rental Equipment may not be transported or used outside the Mississippi State Park where the rental occurred.
____ Renter agrees to use all the Rental Equipment for its designed purpose only. Renter agrees to stay on designated trails, sidewalks, and roadways. Renter shall not take track chair up stairs or steep inclines that could cause the chair to tip over. Renter shall not take track chair on piers or in water.
____ Renter must wear seatbelt at all times while using the track chair.
____ Renter must be accompanied at all times by a companion 18 years of age or older with a fully charged cell phone able to call 911 and the park office in case of emergency. If there is no cellular service available, companion will be required to seek help by returning to the park office as quickly as possible.
____ Renter will return the Rental Equipment at the date and time listed on the contract.
____ RECOGNITION OF RISK: Renter expressly acknowledges that Track Charing has inherent risks of injury to persons and property. RENTER IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Renter alone has determined the sufficiency of any safety gear or other precautions that Renter decides to take to minimize the risks of the activity. No party related to MDWFP, including owner or Employees, has made any representations regarding the safety of, or the risks of the activity. RENTER EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.
____ RELEASE OF LIABILITY: Renter hereby RELEASES MDWFP, its owners and its employees from liability for negligence and HOLDS HARMLESS THE MDWFP, its owners and its employees from any loss, expense, or cost, including attorney fees, arising out of any damage or injuries, whether to persons or property, occurring as a result of the Rental Equipment.
_____ Renter acknowledges that use of the Rental Equipment is not transferable and only the individual or their representative/parent/guardian whose signature appears below is authorized to use the Rental Equipment. Failure to follow this requirement will result in immediate termination of this rental agreement.

This agreement constitutes the entire agreement between MDWFP and Renter. MDWFP shall not be liable for any loss or injury to Renter nor to anyone else, of any kind however caused. This agreement is one of bailment only and Renter is not MDWFP's agent while using said Equipment. The laws of the State of Mississippi shall govern this agreement. NON-COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

I have read and understand the above. I agree to the terms and conditions as stated and I am at least 21 years old.

Signature of Renter or Parent_____Date:_____
Print Name:_____
Driver's License or ID Number and State: _____
Phone:_____Emergency Phone:_____
E-mail_____
Companion Name:_____ Companion Cell Phone:_____
Companion Driver's License or ID Number and State:_____
Name of operator (if 16-18 years old)_____
Date of Birth_____
Date/Time of Rental_____Expected Return Date/Time_____