



Trackchair and Trailer Agreement

I, _____ (name of borrower, hereinafter referred to as “Borrower”), am borrowing a trackchair and trailer from the North Carolina Wildlife Resources Commission (hereinafter “WRC”) for _____ (name of user, hereinafter referred to as “User”) to participate in hunting, angling or wildlife-related recreation in _____ County due to a mobility disability that would qualify the User for one of the disabled lifetime licenses described in G.S. 113-270.1C, 113-270.1D, 113-271, or 113-351, or as set forth in 20 C.F.R 416.934 for presumptive disability.

The terms of this Agreement begin when Borrower shall pick-up the trackchair and trailer from _____ (WRC facility) and, as stated in the confirmation email, end when Borrower shall return the trackchair and trailer to _____ (WRC facility).

TERMS

1. Borrower and User assume all risks associated with the use of a trackchair and trailer. Borrower and User understand the inherent risks of hunting, angling, and wildlife-related recreation.
2. Borrower and User understand that failure to follow operating and safety requirements listed in the manufacturer’s user manual may cause personal injury and/or equipment damage. Borrower and User assume all risks, including personal injury and property damage to himself/herself, the user, or any third party.
3. Borrower agrees to pick up the trackchair and trailer at his/her own expense and risk and return the trackchair and trailer to the same location at the day and time indicated above.
4. Borrower and User have read the trackchair and trailer manufacturer’s requirements and recommendations and agree to ensure compliance with all equipment requirements and any applicable laws, whether local state or federal regarding the use of the equipment.
5. Borrower and User will ensure that the trackchair and trailer are used for the purpose for which it was designed only and not for any other purpose.

6. Unless prior written consent is obtained from WRC, Borrower and User will not alter, modify or attach anything to the trackchair and trailer.
7. Borrower and User are not authorized to assign this Agreement.
8. Borrower and User are not authorized to allow any person other than themselves to use the trackchair and trailer.
9. Borrower shall return the trackchair and trailer to the WRC in good repair, appearance, and condition (normal and reasonable wear and tear is expected).
10. If the trackchair and/or trailer are not in good repair, appearance, or condition when it is returned to the WRC, Borrower will be responsible for repairs necessary to put the trackchair and trailer in a state of good repair, appearance, and condition.
11. If the trackchair and/or trailer is lost, stolen, or damaged, Borrower will provide the WRC with prompt notice.
12. If the trackchair and/or trailer are lost or stolen, Borrower will be responsible for the cost of the trackchair and trailer. If the trackchair and/or trailer are damaged, the Borrower will be responsible for the cost of repairs.
13. Borrower and User shall hold and save the State, its officers, agents, and employees, harmless from liability of any kind, including all claims and losses accruing or resulting to any other person, firm, or corporation in connection with this Agreement, and from any and all claims and losses accruing or resulting to any person, firm, or corporation that may be injured or damaged by their use of the trackchair and trailer and that are attributable to their negligence or intentionally tortious acts. The representation and warranty in the preceding sentence shall survive the termination or expiration of this Agreement.
14. WRC, being neither the manufacturer, nor a supplier, nor a dealer in the equipment, makes no warranties express or implied, as to any matter whatsoever, including, without limitation, the condition of the equipment, its merchantability, its design, its capacity, its performance, its material, its workmanship, its fitness for any particular purpose, or that it will meet the requirements of any laws, rules, specifications, or contracts which provide for specific apparatus or special methods. WRC further disclaims any liability whatsoever for loss, damage, or injury to the lessee or third parties as a result of any defects, latent or otherwise, in the equipment. As to Borrower and User, WRC allows the use of the equipment "as is". WRC shall not be liable in any event to Borrower or User for any loss, delay, or damage of any kind or character resulting from defects in, or inefficiency of, equipment hereby leased or accidental breakage thereof.
15. The place of this Agreement, its situs, and forum shall be North Carolina, where all matters, whether sounding in Contract or tort, relating to its validity, construction, interpretation, and enforcement shall be determined.

16. This Agreement is made under and shall be governed, construed, and enforced in accordance with the laws of the State of North Carolina, without regard to its conflict of law rules.

17. This Agreement constitutes the entire agreement between the parties.

Borrower warrants that he/she is at least 18 years of age and is competent to contract in his/her own name. User warrants that he/she is at least 18 years of age and is competent to contract in his/her own name; or if User is under 18, the person signing on the User's behalf is competent and legally authorized to contract in his/her own name. Borrower and User have read this Agreement before signing, and they fully understand the Agreement. Borrower and User understand that by signing below, they agree to the terms and conditions of this Agreement.

Signature of Borrower

Date

Print Name of Borrower

Address of Borrower

Phone Number of Borrower

Signature of User (if different)

Date

Print Name of User

Address of User

Phone Number of User