

Damage Waiver

If you pay the damage waiver charge (DWC) as specified, subject to the limitations and exclusions below, GSR agrees to modify the terms of this contract and relieve you of the liability for the accidental damage to the rented item(s) on this contract, and for the loss due to fire, collision and windstorm, upset and riot. We exclude from this waiver, however, any loss or damage due to theft, burglary, misuse or abuse, theft by conversion, intentional damage, mysterious disappearance or other loss due to your failure to care for the rented item(s) as a prudent man would his own property, such as proper lubrication. If any such loss tends to indicate a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement authorities and to furnish us with a copy. In addition, if you have insurance for the loss or damage, you shall exercise and shall empower us to exercise, all your rights to obtain recovery under insurance, shall cooperate with GSR Rentals to obtain recovery and all insurance proceeds shall be given or assigned to GSR Rentals.