



RENTAL WAIVER AND RELEASE OF LIABILITY FORM

1. DISCLAIMER

This Waiver and Release, effective as of ___ Day ___ / ___ Month ___ / ___ Year ___ (the “Effective Date”), is made and entered into by and between:

_____ Rentee first name

_____ Rentee last name

[Rentee Full Name] of this address located at:

_____ Rentee address (street number, street, province, country, postal code)

[Rentee Full Address] (hereinafter the “Rentee”), and:

_____ Rentor first name

_____ Rentor last name

[Rentor Full Name] with a registered address located at:

_____ Rentor full address (street number, street, province, country, postal code)

[Rentor Full Address] (hereinafter the “Rentor”).

2. EXPRESS ASSUMPTION OF RISK

Rentee hereby agrees that he/she is renting, operating or using the equipment provided by Rentor at his/her own risk. Rentee agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence or fault of Rentor.

3. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the Rentee agrees that Rentor shall not be liable for any damages arising from personal injuries sustained by Rentee or anyone under the Rentee’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rentor. The Rentee assumes full responsibility for any such injuries or damages which may occur, and further agrees that Rentor shall not be liable for any loss or theft of personal property. The Rentee specifically agrees that Rentor shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY Rentor** whether such negligence is present at the signing of this Release or takes place in the future. This Waiver and Release does not apply to gross negligence or intentional torts by Rentor.



4. LIABILITY TO THIRD PARTIES

The Rentee hereby agrees that he/she will indemnify and hold harmless Rentor for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators of other equipments under the Rentee's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rentor, even if such damages arise out of the negligence or fault of Rentor.

5. SECURITY DEPOSIT

In addition to the rental fee, the rentee may also pay a security deposit (a pre-authorization on the credit card) to cover any late return charges, excessive equipment damages incurred or equipment loss. This deposit shall not be charged if the equipment is not damaged, lost or returned earlier than the agreed date by the Rentee. Rentee will be aware of the security deposit and late return charged when making their rental booking.

6. ACKNOWLEDGMENT OF WAIVER AND RELEASE

Rentee states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. Rentee further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has signed this Release as his/her own free act. Rentee warrants that he/she is aware that he/she may rent, operate, or use equipment from another rental facility, but has chosen to rent, operate, or use equipment from Rentor with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment. Rentee further warrants that he/she is fully aware that he/she is waiving any right he/she may have to bring a legal action to assert a claim against Rentor for Rentor's negligence.

7. SEVERABILITY

If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

8. DISPUTES

Any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, that cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the Parties, shall be submitted to and finally resolved by a court of competent jurisdiction in [RENTOR'S CITY] City in [RENTOR'S PROVINCE] Province.



Never Tracked Out

RENTEE

Signature _____

Rental start date _____

DATE

Print Name _____

[RENTEE TITLE]

RENTOR

Signature _____

Rental start date _____

DATE

Print Name _____

[RENTOR TITLE]