

RENTAL WAIVER AND RELEASE OF LIABILITY FORM

1. DISCLAIMER

This Waiver and Release, effective as of ____/____/____ (the "Effective Date"), is made and entered into by and between _____ ("renter") and the Town of Bon Accord ("Town").

2. EXPRESS ASSUMPTION OF RISK

Renter hereby agrees that he/she is renting, operating or using the equipment provided by the Town at his/her own risk. Renter 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.

3. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the Renter agrees that the Town shall not be liable for any damages arising from personal injuries sustained by Renter or anyone under the Renter's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by the Town. The Renter assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Town shall not be liable for any loss or theft of personal property.

4. LIABILITY TO THIRD PARTIES

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

5. DAMAGE DEPOSIT

The renter must pay a damage deposit to cover any late return charges, excessive equipment damages incurred, or equipment loss. Renter will be aware of the damage deposit and late return charge when making their rental booking.

6. ACKNOWLEDGMENT OF WAIVER AND RELEASE

Renter states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. Renter 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. Renter 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 the Town.

Name

Signature

Date