



Rental Equipment Agreement, Waiver and Release of Liability of all Equipment

Equipment Rental Agreement between **Follow Her North**, herein called, "Lessor," and the undersigned, herein called, "Renter." This agreement also constitutes a Waiver and Release of Liability, whereby the Renter agrees to release, discharge, hold harmless, defend and indemnify Follow Her North and its owners, and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Renter's use of any Equipment, premises or facilities or Renter's participation in all activities. By signing this document, Renter acknowledges he/she specifically understands he/she (Renter) is releasing, discharging and waiving any claims or actions that I may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners or employees of Follow Her North. **PLEASE INITIAL EACH ITEM AND SIGN BELOW TO ACKNOWLEDGE ACCEPTANCE OF THIS AGREEMENT.**

_ Renter shall obey all provincial, federal and local Regulations, laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while renting equipment from Follow Her North. Renter is solely responsible for any citation or violation occurring during the use of, or as the result of using, rental equipment from Follow Her North.

_ Renter represents that he/she is capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Renter represents that he/she has adequate skills, knowledge and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe completion of activity.

_ Renter shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental or Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Follow Her North) the full cost of repair or replacement.

_ Renter shall return equipment in the condition in which it was received. Minimum charges for repairs, labor and cleaning will be applied in the event equipment requires repair or excessive cleaning. Renter agrees to use all equipment for its designed purpose only.

_ **RECOGNITION OF RISK:** Renter expressly acknowledges that these are activities with 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 Lessor, including Owner and 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 Lessor (Follow Her North), its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of Equipment.



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_ This agreement constitutes the entire agreement between Lessor and Renter and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Renter, except as contained herein, and Lessor shall not be liable for any loss or injury to Renter nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Renter is not Lessor's agent while using said Equipment. The laws of the Province of Ontario shall govern this agreement. NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE. I have read and understood the above. I agree to the terms and conditions as stated.

Signature: _____

Date: _____

Print name: _____

Phone: _____

E-mail: _____

Date renting the equipment: _____

Names of all users included in this waiver:
