

Equipment Rental  
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT

1. In consideration for use of the Compactor, I hereby release, waive, discharge and covenant not to sue Harkens Garden Center and Landscape Supply, its officers, servants, agents and employees (hereinafter referred to as "releases") from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or relating to any loss, damage or injury, including death, that may be sustained by me, or to any property belonging to me, whether caused by the negligence of the releasees, or otherwise, while using the Compactor, or while in, on or upon the premises where the compactor is being used.
2. I am fully aware of the risks and hazards connected with renting the Compactor. I voluntarily assume fully responsibility for any risks of loss, property damage or personal injury, including death that may be sustained by me, or any loss or damage to property owned by me, as a result of my use of the Compactor, whether caused by the negligence of releasees or otherwise.
3. I further hereby agree to indemnify and save and hold harmless the releasees and each of them, from any loss, liability, damage or costs they may incur due to my use of the compactor, whether caused by the negligence of any or all of the releasees, or otherwise.
4. It is my express intent that this Release shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a Release, Waiver, Discharge and Covenant Not to Sue the aboved named releasees.

In signing this release, I acknowledge and represent that:

- A. I have read the foregoing release, understand it and sign it voluntarily as my own free act and deed;
- B. No oral representation, statements or inducements, apart from the foregoing written agreement, have been made;
- C. I am at least eighteen (18) years of age and fully competent; and
- D. I execute this Release for full, adequate and complete consideration fully intending to be bound by same.

In witness whereof, I have hereunto set my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_,

Renters Signature \_\_\_\_\_

Name Printed \_\_\_\_\_

Witness: \_\_\_\_\_

Witness Name Printed \_\_\_\_\_