

## Equipment Rental Agreement and Release of Liability Please read carefully before signing:

I accept for using the equipment listed on this form and accept full responsibility for the care of this equipment.

I understand that using this equipment can be a hazardous activity. I understand the use of this equipment involves a risk of injury to any and all parts of the user's body. I hereby agree to freely and expressly assume and accept any risks and all injury to the user of this equipment. I understand that protective gear is recommended, but they do not eliminate the risk and may not reduce the risk of injury in the event of an accident.

I agree that I will release Fortune Bay Resort Casino from any and all responsibility for liability for injuries or damages to the user of the equipment listed on this form or to any other person. I agree not to make a claim against or sue Fortune Bay Resort Casino for injuries or damages relating to the use of this equipment.

The equipment, at all times, remains the exclusive property of Fortune Bay Resort Casino. The renter is responsible for damage to or loss of the equipment. If the equipment is lost, destroyed or damaged beyond repair in the judgment of Fortune Bay Resort Casino, the renter agrees to pay Fortune Bay Resort Casino the value of the equipment. All repairs needed as a result of the use of the equipment will be performed at the normal labor rates and the cost of such repairs, including all parts, shall be paid by the renter.

Initial here\_\_\_\_\_I hereby accept the terms of this contract. This document constitutes the final and entire agreement between Fortune Bay Resort Casino and the undersigned. Fortune Bay Resort Casino itself provides no warranties express or implied, and this equipment is accepted "as is."

Initial here\_\_\_\_\_I have carefully read this agreement and release of liability and fully understand its contents. I am aware that this is a release of liability and a contract between me and Fortune Bay Resort Casino.

Fortune Bay\_\_\_\_\_ Date\_\_\_\_\_