

# Region of Queens Municipality (“Municipality”)

## Equipment Loan Agreement, Participant Release of Liability and Waiver of Claims

EQUIPMENT BEING LOANED (“Equipment”):

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Quantity: \_\_\_\_\_

Pick up date: \_\_\_\_\_ Return date: \_\_\_\_\_

By signing this document, the Equipment borrower waives and gives up legal rights including the right to sue or claim compensation following an accident irrespective of whether the Municipality or its employees or agents have been negligent. **PLEASE READ CAREFULLY and if you do not fully understand the document, obtain advice from persons unconnected with the Municipality.**

### Loan Agreement

I accept full responsibility for the equipment loaned and agree to pay for any damage to the equipment or replace the equipment at full value if not returned by the agreed date/time, or if the equipment is damaged or lost for any reason. I acknowledge that I am responsible for properly assembling and disassembling the equipment and using it according to the manufacturer’s instructions, which I acknowledge having received. I assume all risks of borrowing and using the Equipment.

Initials of Borrower or authorized signor \_\_\_\_\_; Initials of Witness \_\_\_\_\_; Date \_\_\_\_\_

### Waiver of Claims, Release of Liability and Indemnity Agreement:

In consideration of the Municipality lending me the Equipment, I hereby waive any claim I may otherwise have for property damage, injury or death, against the Municipality, its employees, contractors, agents or insurers (collectively called “Municipality or its Agents” in this agreement), even if any of them have been negligent (including if they alone have been negligent) in connection with the Equipment or the lending of the Equipment to me, and even if someone else sues me in connection with damages, injury or death caused by my borrowing or using the equipment. I promise not to sue the Municipality or to allow others to sue on my behalf, in connection with this Equipment or the lending of the Equipment to me.

⇒ Initials of Borrower or authorized signor \_\_\_\_\_; Initials of Witness \_\_\_\_\_; Date \_\_\_\_\_.

**I also hereby agree to indemnify and protect against loss, the Municipality or its Agents** for any and all claims brought by others resulting in any way from my borrowing or using the Equipment.

⇒ Initials of Borrower or authorized signor \_\_\_\_\_; Initials of Witness \_\_\_\_\_; Date \_\_\_\_\_.

This loan, waiver, release and indemnity agreement shall be effective and binding upon my heirs, executors, administrators, assigns and representatives, in the event of my death or incapacity.

This Agreement shall be governed by and interpreted solely in accordance with the **laws of Nova Scotia** and any disputes relating to it shall be brought solely within the Courts of Nova Scotia.

I have carefully read and fully understand this Agreement and am freely and voluntarily executing the same. In entering into this Agreement, I am not relying on any oral or written representatives or statements made by the Municipality or its agents.

**Borrower's Signature:**

Signature of Borrower (if over 18 and has capacity): \_\_\_\_\_

Print Name here: \_\_\_\_\_

**Authorized Signor's Signature:**

I (print name) \_\_\_\_\_ am signing this Agreement on behalf of the Borrower because: (select with a check mark as appropriate)

- (a) Borrower is under the age of 18: \_\_\_\_; and/or
- (b) Borrower does not have the physical/mental capacity to sign/enter into agreements of this nature: \_\_\_\_.

I am: (select with check mark as appropriate)

- (a) the Borrower's legal guardian: \_\_\_\_\_;
- (b) a person who has been expressly authorized by the Borrower's Legal guardian, namely (insert name of legal guardian) \_\_\_\_\_ to sign this agreement on their behalf.

I warrant my authority to sign this Agreement on behalf of the Borrower.

Signature of Authorized Signor: \_\_\_\_\_

Print Name here: \_\_\_\_\_

**Witness:** Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name here: \_\_\_\_\_

**Borrower's Contact Info:** \_\_\_\_\_

\_\_\_\_\_

**Identification:** \_\_\_\_\_ (attach copy of Govt.-issued photo ID)

I have received the User Guide for the \_\_\_\_\_ (initial) \_\_\_\_\_

Date to be returned: \_\_\_\_\_ Date of equipment return: \_\_\_\_\_

Received by RQM staff: \_\_\_\_\_ Initials of Borrower: \_\_\_\_\_

In good condition Y / N Needs repair (describe) \_\_\_\_\_

\_\_\_\_\_