



ELMWOOD

RENTAL WAIVER AND RELEASE OF LIABILITY FORM

1. DISCLAIMER

This Waiver and Release, effective as of _____ / _____ / _____
Day Month Year

(the “Effective Date”), is made and entered into by and between:

Rentee First Name Rentee Last Name

of this address located at:

Rentee Address

(hereinafter the “Rentee”), and:

Elmwood Residences Inc. with a registered address located at:

2012 Arlington Ave., Saskatoon, SK, S7J 2H5 (hereinafter the “Rentor”)

2. EXPRESS ASSUMPTION OF RISK

Rentee hereby agrees that he/she is renting, operating, or using the equipment and/or facility provided by Rentor at his/her own risk. Rentee agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental, and assumes all risk of injury, illness, damage, or loss that might result (even if the risks arise out of the negligence, gross negligence or fault of Rentor). The Rentee is responsible for obtaining all appropriate insurance coverage when necessary.

3. WAIVER/RELEASE OF LIABILITY

By the execution of this Release, the Rentee agrees that Rentor shall not be liable for any damages arising from personal injuries sustained by Rentee or anyone under the Rentee’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rentor. The Rentee assumes full responsibility for any such



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injuries or damage which may occur, and further agrees that Rentor shall not be liable for any loss or theft of personal property. The Rentee specifically agrees that Rentor shall not be responsible for such injuries, damages, loss or theft, (EVEN IN THE EVENT OF NEGLIGENCE, GROSS NEGLIGENCE OR FAULT BY Rentor) whether such negligence is present at the signing of this Release or takes place in the future.

The Rentee shall assume financial responsibility for damage to the Rentor's property beyond normal wear and tear, and for claims for personal injury, death, damage to, or loss of personal property of anyone caused by the negligence of the Rentee or its invitees or those using its services.

4. LIABILITY TO THIRD PARTIES

The Rentee hereby agrees that he/she will indemnify and hold harmless Rentor for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operator of other equipments under the Rentee's custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by Rentor, even if such damages arise out of the negligence or fault of Rentor. Any damage caused by the Rentee to properties or equipment's of the Rentor during the time of rental is the responsibility of the Rentee.

5. ACKNOWLEDGMENT OF WAIVER AND RELEASE

Rentee states that he/she has had sufficient time to review the Waiver and Release and to ask any questions associated with said Release. Rentee 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. Rentee warrants that he/she is aware that he/she may rent, operate, or use equipment or facilities from another rental facility, but has chosen to rent, operate, or use equipment and/or facilities from Rentor with the knowledge that signing this Release is a requirement for rental, operation, and use of said equipment and/or facilities. Rentee 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 Rentor.

6. SEVERABILITY



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If any provision of this Agreement shall be held to be invalid or unenforceable, such provision shall be stricken and the remainder of the Agreement shall remain in full force and effect to accomplish the intent and purpose of the parties. The parties agree to negotiate the severed provision to bring the same within the applicable legal requirements to the extent possible.

In the event of inconsistency between this Waiver and any other application or agreement between the parties, this Waiver shall govern.

7. DISPUTES

Any dispute, controversy or claim arising out of or in connection with this Agreement, including without limitation, any dispute regarding the enforceability of any provision, that cannot be resolved through good faith negotiations within thirty (30) days or such longer period of time as may be mutually agreed between the Parties, shall be submitted to and finally resolved by a court of competent jurisdiction in Saskatoon, Saskatchewan.

8. PLACE OF RESIDENCE

Please keep in mind that Elmwood is a place of residence for individuals experiencing intellectual disabilities. Please be as respectful and accommodating as possible as this is their home. Should you require support, please find an Elmwood team member, or call the front desk at (306) 371-5151, to request assistance.

9. CANCELLATION POLICY

Applications may be cancelled by the applicant without penalty up to 7 business days before the rental period. Cancellations within the 7-day period will be assessed and may incur a penalty of up to 100% of the rental fees.

RENTEE

DATE

Signature

Date of Rental

Print Name



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RENTOR

Signature

Print Name