

RELEASE OF LIABILITY

READ CAREFULLY - THIS AFFECTS YOUR LEGAL RIGHTS

In consideration for for participation in the activity of renting baby gear/equipment organized by The Mobile Nursery, LLC, of North Fort Myers, Florida, 33917, agents, employees and/or representatives (“Lessor”) and/or use of the property & services of The Mobile Nursery, I, _____, agree for myself, my family members, my employees, agents and/or contractors (collectively “Lessee”), collectively hereinafter referred to as the “Parties” of the following:

1. **AGREEMENT TO FOLLOW RULES AND WARNINGS.** I agree to observe and obey all posted rules and warnings, and further agree to follow any oral and written instructions and/or directions and guidelines given by the Lessor.
2. **ASSUMPTION OF THE RISKS AND RELEASE.** I recognize that there are certain inherent risks associated with the above described activity, products and use thereof and I assume full responsibility for any personal injury to Lessee and release and discharge Lessor for any injury, loss, and/or damage arising out of the equipment or services provided by Lessor or any third parties.
3. **INDEMNIFICATION AND HOLD HARMLESS.** I agree to indemnify and defend the Lessor against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from Lessee’s use of the rental equipment of Lessor for my use of the equipment provided by Lessor. If Lessee shall violate any of the terms, conditions, and provisions of this agreement shall, in addition to being subject to other remedies, liabilities, and obligations herein imposed upon Lessee therefor, keep and save harmless Lessor and shall also indemnify Lessor from any and all claims, demands, and actions of every kind and nature whatsoever which may arise out of or by reason of such violation of any of the terms and conditions of this agreement.
4. **FEES.** Lessee agrees to pay for all damages to the equipment or facilities of the Lessor caused by any negligent, reckless, or willful actions by Lessee.
5. **CHOICE OF LAW.** The laws of the State of Florida shall govern this Release of Liability. Should any portion of this Release of Liability be declared or determined by any court in the State of Florida to be illegal, invalid or unenforceable, the illegal, invalid, or unenforceable portion of this Release of Liability will be interpreted as narrowly as possible and deemed stricken and severed from this Release of Liability, and all other parts, terms, provisions, and portions of this Release of Liability will remain unaffected and given full force and effect.

6. NO DURESS. Lessee agrees and acknowledges that Lessee is under no pressure or duress to sign this Agreement and that Lessee has been given a reasonable opportunity to review it before signing. Lessee further agrees and acknowledges that Lessee is free to have my his own legal counsel review this Agreement if I so desire and this agreement is not in effect if it is not signed by Lessee.

7. ARM'S LENGTH AGREEMENT. This Agreement and each of its terms are the product of an arm's length negotiation between the Parties. In the event any ambiguity is found to exist in the interpretation of this Agreement, or any of its provisions, the Parties, and each of them, explicitly reject the application of any legal or equitable rule of interpretation which would lead to a construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

8. DISPUTE RESOLUTION. The Parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

9. ADR. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation does not successfully resolve the dispute, then the parties may proceed to seek an alternative form of resolution in accordance with any other rights and remedies afforded to them by law.

10. ATTORNEYS FEES. In the event it shall become necessary for any party to take action of any type whatsoever to enforce the terms of this Agreement, then in addition the relief set forth in this agreement the prevailing party shall be entitled to reasonable attorneys fees, costs and expenses, including all out-of-pocket expenses in any action or proceeding in connection with the enforcement of this Agreement, incurred in connection with any such action or enforcement of this Settlement Agreement.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS THAT MAY BE AFFECTED BY THIS AGREEMENT AND TO ANY MINORS UPON WHICH MAY USE THE SERVICES PROVIDED.

Dated: _____

Signature: _____

Printed Name: _____