Yard Wars

**RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT**

In consideration of the foregoing lease, LESSEE acknowledges and agrees for himself, herself, or itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the PROPERTY leased herein during the entire time that the PROPERTY is under the LESSEE’S care, custody and control. LESSEE warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the PROPERTY leased herein. **LESSEE further agrees that he/she/it is responsible for the full value of the PROPERTY leased herein in the even the PROPERTY is lost, stolen or damaged while in the LESSEE’S care, custody or control.** LESSOR makes no warranties or representations, express or implied, about the safety of any property leased.

IN FURTHER CONSIDERATION of this lease:

 **RELEASE**

1. LESSEE HEREBY RELEASES, WAIVES, AND DISCHARGES LESSOR, including its agents, servants, employees, officers, directors and shareholders, from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the PROPERTY leased herein. This release is intended to include, but is not limited to, liability due to LESSORS negligence, regardless of whether such negligence is active or passive. This release is intended to discharge LESSOR from all liability for any injury to any and all person(s) and any and all property connected with the lease of the PROPERTY specified herein.

**RIGHT TO ENTER PROPERTY OR PREMISES**

1. LEESEE voluntarily consents and agrees that the LESSOR, including its agents, servants, and employees, may enter upon the property or premises where the PROPERTY leased hereunder is being kept so that the LESSOR may secure the return of the property in a reasonable and timely manner at the end of the tem or the lease.

**INDEMNIFICATION**

1. LESSEE shall be in full charge of the safe use and operation of the PROPERTY leased herein and promises and agrees to indemnify and hold LESSOR, including its agents, servants, employees, officers, directors and shareholders, harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the PROPERTY leased herein including, but not limited to claims based on trespass, strict product liability, breach of warranty, and/or LESSORS’S negligence, regardless of whether suck negligence is active or passive.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. LESSEE understands and agrees that no oral representation or statements have been made by LESSOR to LESSEE to induce LESSEE to execute this agreement, apart from the matters set forth herein.

I (We) have read and understand the foregoing.

Date: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ LESSEE Signature\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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