

Mobility Rentals and Repairs LLC Equipment Rental Agreement

1. **DISCLAIMER** This Equipment Rental Agreement, is effective as of the time of the delivery date (“Effective Date”), is made and entered into by and between you (hereinafter the “Borrower”), and “Mobility Rentals and Repairs LLC” (hereinafter the “Provider”).

2. **EXPRESS ASSUMPTION OF RISK** Borrower hereby agrees that he/she is renting, operating or using the equipment provided by the Provider at his/her own risk. Borrower agrees that he/she is voluntarily participating in all activities related to the rental, operation, or use of the rental equipment, and assumes all risk of injury, illness, damage or loss that might result, even if the risks arise out of the negligence or fault of the Provider.

3. **WAIVER/RELEASE OF LIABILITY** By the execution of this Release, the Borrower agrees that the Provider shall not be liable for any damages arising from personal injuries sustained by Borrower or anyone under the Borrower’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by the Provider. The Borrower assumes full responsibility for any such injuries or damages which may occur, and further agrees that the Provider shall not be liable for any loss or theft of personal property. The Borrower specifically agrees that the Provider shall not be responsible for such injuries, damages, loss or theft, **EVEN IN THE EVENT OF NEGLIGENCE OR FAULT BY THE PROVIDER** whether such negligence is present at the signing of this Release or takes place in the future.

4. **LIABILITY TO THIRD PARTIES** The Borrower hereby agrees that he/she will indemnify and hold harmless the Provider for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, operators of other equipments under the Borrower’s custody, care, and control, as a result of any and all activities related to the rental, operation, or use of equipment provided by the Provider even if such damages arise out of the negligence or fault of the Provider.

5. **DAMAGES & LATE RETURNS** Mobility Rentals and Repairs LLC and may keep the Borrower’s credit card on file to cover any late return charges, excessive equipment damages or equipment loss. The Borrower’s credit card shall not be charged if the equipment is not damaged, is not lost or returned earlier than the agreed date by the Borrower. In the event the the Provider will inform the Borrower of any additional charges prior to charging the Borrower’s credit card.

6. **ACKNOWLEDGMENT OF WAIVER AND RELEASE** Borrower states that he/she has had sufficient time to review this Waiver and Release agreement and to ask any questions associated with said Release. Borrower further states that he/she has carefully read the foregoing Waiver and Release, knows the contents thereof, and has agreed to this Release by reserving the item(s) via the Mobility Rentals and Repairs LLC website or his/her own free act. Borrower warrants that he/she is aware that he/she has chosen to rent, operate, or use equipment from the Provider with the knowledge that signing this Release is a requirement for reservation, rental, operation, and use of said equipment.

7. **SEVERABILITY** 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.

8.DISPUTES If a dispute, controversy, or claim arises out of or relates to this Agreement, or the breach thereof, the Borrower agrees to try in good faith to settle the dispute by contacting the Provider directly. If a dispute arising out of or relating to this Agreement, or the breach thereof, and if the dispute cannot be solved through negotiation, or mediation, the Borrower agrees to settle the dispute by arbitration administered by the American Arbitration Association (<http://www.adr.org/fileacase>) under its [Commercial Arbitration Procedures](#) and its Consumer-Related Disputes Supplementary Procedures. Judgment on the award rendered by the arbitrator may be entered in any court having jurisdiction thereof. If the dispute cannot be resolved through negotiation, mediation, or arbitration, then the parties shall be free to pursue any right or remedy available to them under applicable law by a court of competent jurisdiction in Dane County, Wisconsin.