

EQUIPMENT RENTAL AGREEMENT AND RELEASE OF LIABILITY & DEPOSIT

PLEASE READ CAREFULLY BEFORE SIGNING. THIS IS A RELEASE OF THE LIABILITY AND A WAIVER OF CERTAIN LEGAL RIGHTS.

For Purposes of this document "Renter" shall mean the individual using the equipment, as set forth on this form.

For Purposes of this document, "Undersigned" shall mean the Renter, and when a Renter is under the age of 18 or is otherwise under the care of a legal guardian, "Undersigned" shall include the Renters parent or legal guardian signing on behalf of himself or herself and/or on behalf of the Renter.

1. The undersigned understands that On Call Hospitality DBA as On Call Mobility, LLC rents certain Mobility Equipment, as Indicated in Exhibit A.
2. The Undersigned understands and agrees that the use of the Mobility Equipment for any purpose can be hazardous and presents risk of injury or death.
3. The Undersigns agree to accept for use the Mobility Equipment "AS IS" and with NO WARRANTIES, EITHER EXPRESS OR IMPLIED.
4. The Undersigned accepts full responsibility for the care of the Mobility Equipment during the rental period and will be responsible for the replacement of the Mobility Equipment at full retail value if not returned or if returned in a damaged condition.
5. The Undersigned agrees that the only the Renter listed on this document will be using the Mobility Equipment and further, the Undersigned agrees the Renter will not use any of the Mobility Equipment until receiving instructions on the use of the same and until Renter fully understands the Mobility Equipment's use and function. If the Undersigns feels as though the Mobility Equipment is not functional property, he or she will stop using it and have it inspected, repaired, or readjusted.
6. The Undersigned agrees that the Renter has received instructions about how to use Mobility Equipment and Renter understand the functions of the Mobility Equipment by text upon first meeting or videos on website.
7. The Undersigned agrees that the Renter has received satisfactory answers to all questions Renter may have had about the use. Operation and function of Mobility Equipment if not responsibility of renter.
8. If a Renter is under the age of 18 or is otherwise under the care of a legal guardian, the Undersigned acknowledges that they are the proper legal guardian of the Renter. The Undersigned acknowledges and agrees that they have spoken to the Renter about: 1 the proper use of the Mobility Equipment: 2. And the risk association with use of the Mobility Equipment.
9. The Undersigned acknowledges the agrees that: 1. The Renter understand how to use the Mobility Equipment and understand he risk associated with such us: and 2. The Renter has voluntarily decided to utilize the Mobility Equipment.
10. Both the Undersigned and the Renter acknowledge that there are certain risks associated with the use of the Mobility Equipment and both voluntarily assume all of the risk associated therewith. IN CONSIDERATION OF ALLOWING RENTAL OF THE MOBILITY EQUIPMENT AND ALLOWING PARTICIPATION IN THE ACTIVITIES OF WHICH THE MOBILITY EUQPIMENT ALLOW, THE UNDERSIGNED AGREES TO HOLD HARMLESS, RELEASE, DEFEND, AND IMDEMNIFY ON CALL HOSPITALITY LLC DBA ON CALL MOBILITY, and all its successors in interest, agents, employees, representatives, assignees, officers, directors, owners, and members (collectively known hereafter "Released Parties") FOR ANY AND ALL LIABILITY and or/claims for injury or death to persons or damage to property arising from Renter's use of the Mobility Equipment, INCLUDING THOSE INDJURIES AND DAMAGES CAUSED BY ANY RELEASED PARTY'S ALLEGED OR ACTUAL NEGLIGENCE OR ALLEGED BREACH OF ANY EXPRESS OR IMPLIED WARRANTY.
11. The Undersigned takes full responsibility for any injury or loss to Renter, Including death, which Renter may suffer, arising in whole or in part out of the use of the Mobility Equipment and with activities associated with the use of the same.
12. THE UNDERSIGNED AGREES NOT TO SUE ANY REELASED PARTY and agrees that they are releasing any right to make a claim or file a lawsuit against any Released Parties. The Undersigned further agree to defend and indemnify each Released Party for any and all claims of the Undersigned and/or a Third party arising in whole or in part from the Renters use of the Mobility Equipment.

13. The Undersigned agrees to pay all attorney fees and cost incurred by the Released Parties in defending any claims or suits brought by or on behalf of the Undersigned. This includes claims or suits brought in any court of law or via any other alternative dispute resolutions mechanism, including, but not limited to , arbitration and mediation.
14. THE UNDERSIGNED AGREES THAT THAT ANY AND ALL CLAIMS for injury and/or death arising from the Renters use of the equipment shall be governed by South Carolina Law. Claims shall be heard in the appropriate State Court in South Carolina.
15. If any part of this agreement is determined to be unenforceable, the remainder shall be given full force and effect.
16. This release shall be binding on the Undersigned's assignees, distributors, heirs, next of kin, executors, and personal representatives and upon the Renters assignees, distributors, heirs next of kin, executors, and personal Representative.
17. IF YOU CANCEL FOR ANY REASON THE DEPOSIT IS NON-REFUNDABLE DUE TO THE LACK OF AVAILABILITY TO RENT TO OTHERS DURING YOUR SCHEDULED TIME.
18. We Delivery & Pick (Delivery prices are upon companies' discretion)

Safety: Enter & Exit from the side of the Debug. When the Footrest is in place, you can trip on it. So, either take the footrest off or enter & exit from the side. Both arms on the Debug can be removed for ADA handicap individuals where you can slide in comfortably from a wheelchair. The arms of both sides will come off or you can pull them up and swing them to the back for entrance or exit. The unit is not meant for the road, it can be punctured with nails or debris. Please be considerate as the tires are tubeless rubber tires.

Daily maintenance:

If possible, rinse the unit off especially the inside of each tire to keep bearings free of debris and sand. An umbrella will be provided upon request. If the wind is strong the arm could become loose, to tighten, use a 3/16 Allen wrench.

Upon delivery, I lock up the unit and text you the combination. Delivery times are usually before 4pm check-in time & pick up times are after check-out at 11am.

BY SIGNING BELOW, I AGREE THAT I HAVE CAREFULLY READ THE AGREEMENT AND FULLY UNDERSTAND ITS CONTENTS. I AM AWARE THAT THIS IS A RELEASE OF LIABILITY AND A CONTRACT AMONG THE UNDERSIGNED AND ON CALL HOSPITALITY, LLC DBA ON CALL MOBILITY, I AM SIGNING THIS AGREEMENT UNDER MY OWN FREE WILL

IF SIGNED BY A PARENT OR LEGAL GUARDIAN: I VERIFY THAT THE DANGERS INVOLVED WITH THE USE OF MOBILITY EQUIPMENT AND THE SIGNIFICANCE OF THIS RELEASE AND WAIVER WERE EXPLAINED TO THE RENTER AND THAT THE RENTER UNDERSTOOD THEM.

IN WITNESS WHEREFORE, THIS AGREEMENT DULY EXECUTED BY THE PARTIES

Renter _____

Dates from: _____ To: _____

Phone: _____

Email: _____

On Call Hospitality LLC. DBA as On Call Mobility



Carolyn G. Lever