



## OC Travel Tykes Liability Waiver

**LIABILITY WAIVER** LESSEE (CUSTOMER AND EACH OF ITS SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, DIRECTORS, SHARHOLDERS, PARTNERS, SERVANTS, AGENTS AND EMPLOYEES, COLLECTIVELY REFERRED TO AS "LESSEE") ACKNOWLEDGES AND AGREES THAT: (a) EACH ITEM OF LEASED PROPERTY IS OF A TYPE, DESIGN, QUALITY AND MANUFACTURE SELECTED BY LESSEE, ACCEPTABLE TO LESSEE AND SUITABLE FOR LESSEE'S PURPOSES; (b) LESSOR (OC Travel Tykes AND EACH OF ITS SUCCESSORS, ASSIGNS, AGENTS, OFFICERS, DIRECTORS, SHARHOLDERS, PARTNERS, SERVANTS, AGENTS AND EMPLOYEES, COLLECTIVELY REFERRED TO AS "LESSOR") IS NOT THE MANUFACTURER OR SUPPLIER OF THE EQUIPMENT OR THE REPRESENTATIVE OF EITHER; (c) LESSOR IS NOT REQUIRED TO ENFORCE ANY MANUFACTURER'S WARRANTIES ON BEHALF OF ITSELF OR LESSEE; (d) LESSOR HAS NOT INSPECTED AND IS NOT OBLIGATED TO INSPECT THE EQUIPMENT; (e) LESSOR LEASES THE EQUIPMENT TO LESSEE AS IS WITHOUT WARRANTY OR REPRESENTATION EITHER EXPRESS OR IMPLIED, AND THE LESSOR EXPRESSLY DISCLAIMS ANY WARRANTY, EXPRESS OR IMPLIED, AS TO (i) THE TITLE, CONDITION, FITNESS FOR USE FOR A PARTICULAR PURPOSE, DESIGN, COMPLIANCE WITH SPECIFICATIONS, OPERATION, OR MERCHANTABILITY THEREOF, (ii) THE ABSENCE OF LATENT OR OTHER DEFECTS, WHETHER OR NOT DISCERNABLE, (iii) THE ABSENCE OF INFRINGEMENT OF ANY PATENT, TRADEMARK OR COPYRIGHT OR (iv) ANY OTHER MATTER WHATSOEVER, IT BEING AGREED THAT ALL SUCH RISKS, AS BETWEEN THE LESSOR AND THE LESSEE, ARE TO BE BORNE BY THE LESSEE. LESSEE FURTHER AGREES TO INDEMNIFY AND HOLD HARMLESS THE LESSOR FROM AND AGAINST ANY AND ALL CLAIMS, LIABILITIES (INCLUDING NEGLIGENCE, TORT AND STRICT LIABILITIES), DEMANDS, ACTIONS, SUITS AND PROCEEDINGS, LOSSES, COSTS, PENALTIES AND DAMAGES, INCLUDING WITHOUT LIMITATIONS, REASONABLE ATTORNEYS' FEES AND COST (COLLECTIVELY "CLAIMS"), ARISING OUT OF, CONNECTED WITH, OR RESULTING FROM THE MANUFACTURE, SELECTION, PURCHASE, DELIVERY, POSSESSION, CONDITION, USE, OPERATION, HANDLING, TRANSPORTAION OR RETURN OF THE LEASED PROPERTY. **By Signing Below, you agree to these terms and conditions.**

**Sign:** \_\_\_\_\_ **Date:** \_\_\_\_\_

## **RELEASE OF LIABILITY**

1. In consideration of the rental agreement between myself and OC Travel Tykes, I acknowledge and agree to the following terms.
2. I understand that there exist certain risks of injury from the use or misuse of such items, including the potential risk of serious injury, disability or death from the use of such items.
3. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, BOTH KNOWN AND UNKNOWN, AND ASSUME FULL RESPONSIBILITY FOR MY USE OF SUCH ITEMS.
4. I understand the risks associated with the use of such items and understand the safety concerns regarding the items.
5. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, HOLD HARMLESS, AND AGREE NOT TO SUE OC Travel Tykes , the lessor of all such items I have agreed to rent, their officers, agents and employees, WITH RESPECT TO ANY AND ALL INJURY, DISABILITY, DEATH OR LOSS OR DAMAGE to person or property, WHETHER CAUSED BY THE NEGLIGENCE OF THE LESSORS OR OTHERWISE, except that which is the result of gross negligence or wanton misconduct.
6. I understand that this RELEASE OF LIABILITY covers each and every item which I have agreed to rent.
7. I further agree that this RELEASE OF LIABILITY shall be governed by the laws of the State of California.
8. I have read and understand this RELEASE OF LIABILITY and fully understand its terms and I fully understand that I have given up substantial rights by signing it and I sign it freely and voluntarily without inducement.

Sign: \_\_\_\_\_ Date: \_\_\_\_\_