

OUTRIGS RELEASE OF LIABILITY FORM BETWEEN CLIENT AND OUTRIGS, LLC

Last Revised: 10/23/2023

READ CAREFULLY – THIS AFFECTS YOUR LEGAL RIGHTS

This General Release ("Release") is made on (-MANUAL FILL-) day of (-MANUAL FILL-), 2023 between:

Releasor: (-MANUAL FILL-), at (-MANUAL FILL-) [Address]

("Releasor") and

Releasee: OUTRIGS, LLC

("Releasee")

1. Releasor and anyone claiming on Releasor's behalf releases and forever discharges Releasee and its affiliates, successors, officers, employees, representatives, partners, agents, and anyone claiming through them (collectively, the "Released Parties"), in their individual and/or corporate capacities from any and all claims, liabilities, obligations, promises, agreements, disputes, demands, damages, causes of action of any nature and kind, known or unknown, which Releasor has or ever had or may in the future have against Releasee or any of the Released Parties related to the rental of equipment.
2. Releasor agrees to accept full accountability, responsibility, and liability for any present and prospective claims related to the rental of equipment. Including but not limited to: theft of equipment, damage of equipment, legal expenses, medical expenses, injury, death, and fines or fees levied on equipment.
3. This Release shall not be in any way construed as an admission by the Releasee that it has acted wrongfully with respect to Releasor or any other person, that it admits liability or responsibility at any time for any purpose, or that Releasor has any rights whatsoever against the Releasee.
4. This Release shall be binding upon the parties and their respective heirs, administrators, personal representatives, executors, successors and assigns. Releasor has the authority to release the Claims and has not assigned or transferred any Claims to any other party. The provisions of this Release are severable. If any provision is held to be invalid or unenforceable, it shall not affect the validity or enforceability of any other provision. This Release constitutes the entire agreement between the parties and supersedes any and all prior oral or written agreements or understandings between the parties concerning the subject matter of this Release. This Release may not be altered, amended, or modified, except by a written document signed by both parties. The terms of this Release shall be governed by and construed in accordance with the laws of the State of Alaska.
5. Both parties represent they fully understand their right to review all aspects of the Release with attorneys of their choice, that they have had the opportunity to consult with attorneys of their choice, that they have carefully read and fully understand all the provision of this Release and that they are freely, knowingly, and voluntarily entering into this release

6. The Releasor agrees to observe and obey all posted rules, warnings, guidelines, and laws, and further agrees to follow any oral instructions or directions given by Outrigs, or the employees, representatives, or agents of Outrigs, including the owners of equipment ("Outriggers")
7. The Releasor recognizes that there are certain inherent risks associated with the operation of rental equipment and the Releasor assumes full responsibility for personal injury caused or sustained by themselves and (if applicable) their family members or individuals operating said equipment during their scheduled rental period. The Releasor further releases Outrigs, and the employees, representatives, and agents of Outrigs, including Outriggers, for injury, loss, or damage arising out of the Releasor's, Releasor's family members, or individuals operating said equipment during their scheduled rental period, whether caused by the fault of themselves or third parties.
8. The Releasor agrees to indemnify and defend Outrigs, and Outrigs employees, representatives, and agents of Outrigs, including Outriggers, 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 the Releasor, the Releasor's family members, or individuals operating said equipment during their scheduled rental period.
9. The Releasor agrees to pay for all damages to the rental equipment caused by any negligent, reckless, or willful actions by the Releasor, the Releasor's family members, or individuals operating said equipment during their scheduled rental period, including any damages caused by vandalism.
10. The Releasor agrees and acknowledges that they are under no pressure or duress to sign this Agreement and that they have been given a reasonable opportunity to review it before signing. The Releasor further agrees and acknowledges that they are free to have their legal counsel review this Agreement, if they so desire.
11. The Releasor and Releasee 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 Releasor agrees to pay Outrigs a fee of \$5,000.00 US Dollars before any legal action can be taken.

I HAVE READ THIS DOCUMENT AND UNDERSTAND IT. I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.

By: _____

Date: _____