

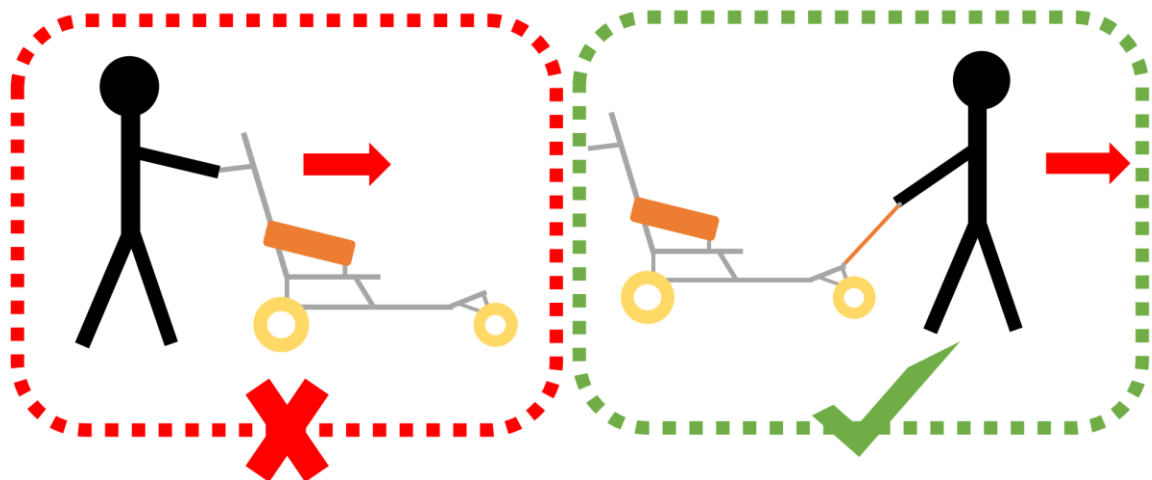
## MOBI CHAIR RENTAL AGREEMENT

- Borrower (please print):

\_\_\_\_\_

- Rental Period: \_\_\_\_\_ from \_\_:\_\_ am/pm -  
\_\_:\_\_ am/pm
- This Rental Agreement is made and entered into between the Borrower and The Corporation of the County of Prince Edward (the County) and applies to the rental, use and operation of a Mobi Chair at the Wellington Rotary Beach.
- I, the undersigned, (the Borrower) hereby understand, acknowledge and agree to adhere to all of the following rental terms and conditions:
- I have inspected the Mobi Chair and agree that it is being provided to me in clean and proper working condition, and I shall return the Mobi Chair in the same condition;
- It is my responsibility to pay, at my sole cost and expense, for a Mobi Chair that is returned damaged (beyond normal wear and tear) or destroyed. As the borrower I am responsible for all costs associated with obtaining a replacement Mobi Chair, including the purchase price, shipping and handling fees, assembly fees, etc., The Mobi Chair is high quality stainless steel and retails for about \$4,300.00 CAD;
- At all times during the Rental Period, I am responsible for the Mobi Chair, and I will be responsible for replacing, at my sole cost and expense, any equipment that is lost or stolen;
- The Mobi Chair is intended for use by the Borrower and the Borrower's Accompanying Person only, and I will not permit any other person to use the Mobi Chair;

- The Mobi Chair is designed for use in calm water and shall not be used in areas where there is current or strong waves, or during adverse weather or other poor conditions;
- The Mobi Chair is designed to float but is not and shall not be used as a life-saving device, and shall not be used or treated as a boat;
- The Mobi Chair is designed to support a weight capacity of **300 lbs**, and I shall not exceed this weight capacity;
- I acknowledge that there are no lifeguards at Wellington Rotary Beach, and I agree to wear a life jacket approved for use in Canada at all times while the Mobi Chair is in use;
- I shall not use the Mobi Chair alone and will at all times be accompanied by the Accompanying Person identified in this agreement;
- My Accompanying Person is capable of manoeuvring the Mobi Chair on areas of the beach where there is soft sand, and will, at all times during the Rental Period, be in an appropriate physical and mental condition in order to respond to an emergency;
- My Accompanying Person is aware of and will abide by the following operating instructions: the Mobi Chair shall not be pushed by the backrest and may only be pulled by the front; the backrest of the Mobi Chair shall not be used as a lever to lift the front wheel;



- I will not disassemble or detach any parts of the Mobi Chair, and will not use such parts as a means of lifting the Mobi Chair or as separate flotation devices, or for any purpose other than their intended purpose;

- If the Mobi Chair cannot be returned by the end of the Rental Period specified in this agreement, I will call the Beach Steward at the number provided to me, in order to give notice.
- Upon return of the Mobi Chair at the end of the Rental Period, I will report any unusual damage to the Beach Steward at the number provided to me.

## ASSUMPTION OF RISKS AND RELEASE OF LIABILITY

**BY AGREEING TO THE TERMS OF THIS DOCUMENT, YOU ARE WAIVING CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE OR CLAIM COMPENSATION FOLLOWING AN ACCIDENT.**

**PLEASE READ CAREFULLY**

- **Assumption of Risks:** I understand and acknowledge that borrowing and using the Mobi Chair owned by the Corporation of the County of Prince Edward carries inherent hazards and risks, including but are not limited to:
  - improper use / use not in accordance with manufacturer's instructions - e.g. tipping, turning suddenly, climbing and descending the ramp (mat?) diagonally
  - injuries such as scratches, bruises, sprain, drowning (i.e. if the chair tips) and strains;
  - major injuries such as eye injury or loss of sight, joint or back injuries, spinal and head injuries, heart attacks, and concussions; catastrophic injuries including paralysis and potentially death, including from drowning; and
  - loss of or damage to property.
- I understand the hazards and risks associated with borrowing and using the Mobi Chair owned by the Corporation of the County of Prince Edward and hereby accept full responsibility for all risks of injury or loss of life to myself and my authorized users, and the loss of or damage to property which may arise out of my use of this Mobi Chair.
- **Photo/Video Release:** I provide consent to the County to use, exhibit, display, broadcast, distribute and create derivative works of the photographed images of me, taken on the date of the rental, for use in connection with the activities of the County promoting, publicizing or explaining the mobi mat/chair activities. Verbal confirmation be provided if picture/video is being taken by staff.
- **Waiver of Liability, Indemnification and Release Agreement:** In consideration of being permitted to borrow the Mobi Chair owned by the

Corporation of the County of Prince Edward, I specifically release and forever discharge the Corporation of the County of Prince Edward, its elected officials, employees, contractors, members, volunteers and agents (hereinafter, collectively, the "County") from any and all liability or claims for injury, illness, death or loss of or damage to property which I or my Accompanying Person may suffer while borrowing the Mobi Chair. This discharge specifically includes, but is not limited to, liability or claims for injury, illness, death or damage caused by the negligence of the County.

- It is my intention, by signing this Waiver of Liability, to indemnify and release the County and hold the County harmless from any and all liability for any such property loss or damage, personal injury or loss of life, whether caused by the negligence of the County, or whether based upon breach of contract, breach of warranty, or any other legal theory. In signing this document, I fully recognize that if injury, illness, death or damage occurs while engaged in borrowing and using the Mobi Chair, I will have no right to make a claim or file a lawsuit against the County.
- I further agree that I will at all times fully indemnify, save, protect and hold the County harmless from and against any and all Claims, which may be brought against or made upon the County in relation to all losses, liabilities, judgments, costs, charges, damages, liens, and expenses which the County may sustain or incur by reason or arising out of the County's rental of the Mobi Chair to me.
- **Acknowledgement of Understanding:** I have read this Assumption of Risks and Release of Liability, fully understand its terms, and understand that I am giving up substantial rights, including my right to sue. I acknowledge that I am signing this Assumption of Risks and Release of Liability freely and voluntarily, and intend by my signature for this to be a complete and unconditional release of all liability to the greatest extent allowed by law.
- **Informed Consent:** I declare that I am 18 years of age or older and have read and understood the terms of this Assumption of Risks and Release of Liability;

OR

- I declare that am 18 years of age or older, have read and understood the terms of this Assumption of Risks and Release of Liability and am signing

on behalf of the Borrower, and accepting all liability for the Borrower's use of the Mobi Chair.

- **Electronic Signature Acknowledgment and Consent:** I agree and understand that all electronic signatures are the legal equivalent of my manual/handwritten signature and I consent to be legally bound by this Rental Agreement and Assumption of Risks and Release of Liability. I further agree my signature on this document is as valid as if I had signed the document in writing.
- I have been offered a copy of this Release Agreement and I have been advised to and have read it carefully, and I agree to the terms and conditions above.

Borrower's Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Name of Accompanying Person (please print) \_\_\_\_\_

Signature: \_\_\_\_\_

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

Witness Name (please print): \_\_\_\_\_

Signature: \_\_\_\_\_

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

Personal information contained on this form is collected under the authority of the Municipal Act, 2001 and will be used for administering the Mobi Chair rental process. The information complies with the provisions set out in the Municipal Freedom of Information and Protection of Privacy Act (MFIPPA). Questions concerning collection of personal information should be directed to the Clerk's Office at 332 Main Street, Picton, Ontario, K0K 2T0, via email at [clerks@pecounty.on.ca](mailto:clerks@pecounty.on.ca) or by telephone at 613-476-2148.