



Machinery Rental Waiver and Release of Liability

This Rental Agreement and Waiver of Liability ("Agreement") is made and entered into as of _____ by and between Songwood Contracting, hereinafter referred to as "Company," and the undersigned individual or entity, hereinafter referred to as "Renter."

1. Rental of Machinery

The Company agrees to rent, and Renter agrees to lease from the Company, the machinery described on the Songwood Contracting rental website,, subject to the terms and conditions of this Agreement.

2. Use of Machinery

Renter agrees to use the Machinery in a safe and proper manner, in accordance with all applicable laws, regulations, and guidelines. Renter acknowledges that they have received proper instruction on the use and operation of the Machinery and that they are competent to operate it safely.

3. Assumption of Risk

Renter acknowledges that the operation of heavy machinery involves certain inherent risks, including but not limited to the risk of injury or death. Renter voluntarily assumes all risks associated with the use of the Machinery, including any risks arising from mechanical failure, misuse, or operator error.

4. Release of Liability

To the fullest extent permitted by law, Renter hereby releases, waives, and discharges the Company, its officers, directors, employees, agents, and representatives (collectively, "Released Parties") from any and all claims, demands, causes of action, or liabilities, whether known or unknown, arising out of or related to the use of the Machinery, including but not limited to personal injury, property damage, or financial loss.

5. Indemnification

Renter agrees to indemnify and hold harmless the Released Parties from and against any and all claims, demands, liabilities, losses, damages, costs, and expenses (including reasonable attorney's fees) arising out of or related to the Renter's use of the Machinery, including but not limited to any claims for personal injury or property damage.



6. Death and Dismemberment

Renter acknowledges that the use of the Machinery involves a risk of serious injury or death. In consideration of the rental of the Machinery, Renter hereby agrees to release, waive, and discharge the Released Parties from any and all claims, demands, causes of action, or liabilities arising from or related to death, dismemberment, or any other form of bodily injury, whether such injury occurs directly or indirectly as a result of the Renter's use of the Machinery.

Renter further agrees that the Released Parties shall not be liable for any expenses or damages incurred by the Renter or their heirs, representatives, or assigns as a result of such injury, including but not limited to medical expenses, funeral expenses, or loss of income.

7. Insurance

Renter agrees to maintain appropriate insurance coverage for the use of the Machinery and acknowledges that the Company does not provide any insurance coverage for the Renter or the Machinery.

8. Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, whether written or oral, relating to such subject matter.

IN WITNESS WHEREOF, Renter has executed this Agreement as of the date first above written.