



TOWN OF MARATHON Roll Off Container Rental

Waiver of Liability and Hold Harmless Agreement

I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS, LOSS, PROPERTY DAMAGE, OR PERSONAL INJURY, INCLUDING DEATH, that may be sustained by me, or loss or damage to property owned by me, as a result of the Rental Agreement appended thereto.

I hereby RELEASE, WAIVE, DISCHARGE, AND COVENANT NOT TO SUE, the Town of Marathon, their officers, servants, agents and employees (hereinafter referred to as RELEASEES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me, or to any property belonging to me, during drop off and pick up of the roll off container or while on or upon the premises where the activity is being conducted.

It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVE, DISCHARGE, and CONVENTION TO SUE the above named RELEASEES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be constructed in accordance with the laws of the Province of Ontario.

In signing the Rental Agreement and release, I acknowledge and represent that I HAVE READ THE FOREGOING Waiver of Liability and Hold Harmless Agreement, UNDERSTAND IT AND SIGN IT VOLUNTARILY as my own free act and deed; no oral representations, statements or inducements, apart from the foregoing written agreements have been made; and I EXECUTE THIS RELEASE FOR FULL, ADEQUATE AND COMPLETE CONSIDERATION FULLY INTENDING TO BE BOUND BY SAME.

Signature

Print Name

Date: _____