

City of Arlington Equipment Inventory Check-Out Program
**GENERAL RELEASE OF LIABILITY,
ASSUMPTION OF RISK AND AGREEMENT NOT TO SUE**

This Release of Liability, Assumption of Risk and Agreement Not to Sue (Agreement) is made by the undersigned individual who will be utilizing the City of Arlington Inventory Check-Out Program. In consideration of being allowed to use the program in any way, I acknowledge and accept that there are risks and inherent dangers that come with the use of all tools and/or machinery.

Assumption of Risk. Use of the aforementioned equipment carries with it certain inherent risks that cannot be eliminated regardless of the care taken to avoid injuries. The specific risks vary from one activity to another, but the risks range from 1) minor injuries such as bruises, scratches, and sprains to 2) major injuries such as eye injury or loss of sight, hearing related injury, emotional or mental trauma, joint or back injuries, broken bones, muscle injuries, heart attacks, and concussions to 3) catastrophic injuries including, major head trauma, loss of limb or appendage, paralysis, and death.

I certify that I have the skills to operate the equipment and that I will wear personal protective equipment when recommended or required by the manufacturer or distributor. I will abide by all manufacturer's warnings and instructions for safe operation.

I hereby acknowledge that the condition of this equipment is not guaranteed in any fashion and that no warranty of any kind has been or is being made as regards this equipment. The equipment is used (not new) and the City does not certify that it has not been modified or altered from its original design. The City does not certify or warrant that this equipment is safe or fit for any particular use and I rely wholly upon my own observations and inspection of the equipment in determining its safe or unsafe condition. I recognize and acknowledge that the equipment is being issued to me in an "as-is, where-is" condition, without warranty as to its working condition, fitness for any particular purpose or safety and that any verbal representations to the contrary are invalidated by this document.

I further promise to the extent allowed by law, not to sue the City of Arlington, the Arlington-Smokey Point Chamber of Commerce, or the Downtown Arlington Business Association, their elected and appointed officials, employees and volunteers (collectively the "Released Parties"), and agree to hold them harmless with respect to any and all claims, liability and expense, including but not limited to those set forth in the preceding paragraph, in any way resulting from, related to, or arising out of use of the aforementioned program.

I understand that my participation and use of the City of Arlington Inventory Check-Out Program is completely voluntary and that it is not required by any of the Released Parties. I declare that I am eighteen years of age or older, that I have read this entire agreement and understand the above provisions and that I agree to be bound by them.

I understand that by signing this agreement I am releasing claims and giving up substantial rights, including my right to sue on behalf of myself and my legal representatives.

Name of Participant (please print legibly): _____ DATE: _____

Participant SIGNATURE _____ DATE: _____