

Release of Liability Waiver

This General Release (this "Agreement") between the customer (the "Releasor) and Baboodle Limited (the "Releasee") in consideration of the covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties to this Agreement agree as follows:

1. Consideration

In consideration of the use of Baboodle Limited and the use of any equipment obtained through Baboodle Limited, the receipt and sufficiency of which consideration is acknowledged, the Releasor releases and forever discharges the Releasee, its owners, directors, officers, employees, agents, assigns, legal representatives and successors from all manner of actions, causes of action, debts, accounts, bonds, contracts, claims and demands for or by reason of any damage, loss or injury to person and property which has been or may be sustained as a consequence of any dispute occurring as a result of the rental of any equipment supplied by Baboodle Limited.

2. <u>Concurrent Release</u>

The Releasor acknowledges that this release is given with the express intension of effecting the extinguishment of certain obligations owed to the Releasor, and with the intention of binding the Releasor's spouse, heirs, executors, administrators, legal representatives and assigns.

3. Full and Final Settlement

For the above noted consideration, the parties to this Agreement further agree not to make claim or take proceedings against any other person or corporation which might claim contribution or indemnity under the provisions of any statute or otherwise.

- 4. It is declared that the terms of this settlement are fully understood; that the amount or type of consideration stated is the sole consideration for this Agreement and that the sum is accepted voluntarily for the purpose of making a full and final compromise, adjustment and settlement of all claims for injuries, losses and damages resulting or which may result from the above noted dispute.
- 5. This Agreement contains the entire agreement between the parties to this release and the terms of this release are contractual and not a mere recital.

6. No Admission of Liability

It is agreed that the payment is not deemed to be an admission of liability on the part of the Releasee.

7. <u>Governing Law</u>

This Agreement will be governed by and construed in accordance with the laws of the Country of England.

By undersigning the below I understand the following:

- I knowingly and freely assume all such risks, both known and unknown, even if arising from the negligence of the releasees or others, and assume full responsibility for my participation; and,
- I willingly agree to comply with the stated and customary terms and conditions for participation. If, however, I observe any unusual significant hazard during my rental, I will remove myself from participation and bring such to the attention of Baboodle Limited immediately; and,
- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless the Releasees, with respect to any and all injury, illness, disability, death, or loss or damage to person
- or property, whether arising from the negligence of the releasees or otherwise, to the fullest extent permitted by law.

I HAVE READ THIS RELEASE OF LIABILITY AND ASSUMPTION OF RISK AGREEMENT, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY USING THIS SERVICE IT, AND USE IT FREELY AND VOLUNTARILY WITHOUT ANY INDUCEMENT.