

Fancy Flush Restroom Rentals

Liability Waiver and Release of Claims

Tagline: Luxury Relief Delivered

This Liability Waiver and Release of Claims ("Waiver") is entered into by the undersigned ("Client") and Fancy Flush Restroom Rentals ("Company") in connection with the rental and use of the Company's luxury restroom trailer(s) and associated equipment.

1. Assumption of Risk

The Client acknowledges and agrees that the use of restroom trailers involves inherent risks, including but not limited to slips, trips, falls, adverse weather conditions, mechanical malfunctions, and user-related misuse. The Client voluntarily assumes all such risks, both known and unknown, associated with the rental and use of the equipment.

2. Release of Liability

To the fullest extent permitted by law, the Client hereby releases, waives, and discharges Fancy Flush Restroom Rentals, its owners, employees, agents, and affiliates from any and all liability, claims, demands, actions, or causes of action arising out of or related to any loss, damage, injury, or death that may be sustained by any person or property during the use of or access to the rental equipment.

3. Conditions Not Covered

This waiver specifically includes, but is not limited to, liability resulting from:

- Accidents due to wet, icy, or uncleared stairs, steps, or ramps.
- Injuries resulting from improper use, misuse, or vandalism of the trailer.
- Harm caused by failure to follow instructions for safe use.
- Damage or injury resulting from weather conditions including wind, snow, ice, rain, or extreme temperatures.
- Accidents or injuries caused by unlevel or unstable ground conditions where the trailer is placed.
- Claims arising from equipment not maintained to a standard beyond normal wear and tear.

4. Client Responsibilities

The Client agrees to maintain the safety and security of the trailer area, including but not limited to:

- Keeping the access and surrounding areas clear of hazards such as snow, ice, mud, and debris.
- Preventing unauthorized or unsafe use of the trailer.
- Monitoring usage during the event if no attendant is provided.
- Notifying the Company immediately of any issues, malfunctions, or safety concerns.

5. Indemnification

The Client agrees to indemnify and hold harmless Fancy Flush Restroom Rentals from any and all claims, losses, expenses, fees, including attorney fees, costs, and judgments that may be asserted against the Company that result from the acts or omissions of the Client, their guests, or third parties using the equipment during the rental period.

6. Governing Law

This Waiver shall be governed by and construed in accordance with the laws of the State of Utah. If any portion of this Waiver is found to be unenforceable, the remaining provisions shall remain in full force and effect.

By signing below, the Client affirms that they have read and understood this Liability Waiver and Release of Claims and agree to be bound by its terms.

Company Representative: Daniel Darling

Signature: _____

Date: _____

Company: Fancy Flush Restroom Rentals