



EQUIPMENT WAIVER OF LIABILITY FORM

This **Waiver of Liability** is made and entered into as of the date below by the undersigned Customer ("Customer") in connection with the rental of scissor lift(s) from **Philision Rentals**. ("Philision").

1. Equipment Description:

- **Scissor Lift Model:** _____
- **Serial Number:** _____
- **Rental Period:** _____
- **Delivery Date:** _____

2. Customer Acknowledgment and Agreement:

- **Inspection:** The Customer acknowledges that they have inspected the scissor lift upon delivery, and, in the presence of a representative from Philision, confirms that the equipment is in **good working condition** and suitable for the intended use.
- **Condition of Equipment:** Customer agrees that, to the best of their knowledge, the scissor lift is free from defects, and all safety features, controls, and mechanisms are functioning properly at the time of delivery.
- **Acceptance of Equipment:** By signing this form, Customer accepts full responsibility for the equipment and agrees to use it in accordance with the manufacturer's instructions and all relevant safety standards.

3. Assumption of Risk:

- **Acknowledgment of Risk:** The Customer acknowledges and understands that there are inherent risks involved in the operation of a scissor lift, including but not limited to the risk of injury, property damage, or equipment failure.
- **Assumption of Responsibility:** Customer assumes full responsibility for the operation, maintenance, and safe use of the scissor lift from the time of delivery until the equipment is returned to Philision.

4. Waiver and Release of Liability:

- **Waiver of Claims:** The Customer agrees to waive, release, and discharge Philision, its officers, employees, agents, and affiliates from any and all claims, damages, losses, liabilities, or injuries arising from the operation, use, possession, transportation, or rental of the scissor lift, except in cases of **gross negligence** or **intentional misconduct** by Philision.
- **Indemnification:** Customer agrees to indemnify and hold harmless Philision against any and all claims, damages, or expenses, including legal fees, arising from the Customer's use or operation of the scissor lift, including those involving third parties.



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5. Condition of Return:

- The Customer agrees to return the equipment in the same condition as it was received, reasonable wear and tear excepted. Any damage to the equipment will be assessed by Philision, and the Customer agrees to pay for repairs or replacement as required.

6. No Liability for Equipment Post-Signature:

- Upon signing this Equipment Waiver of Liability, the Customer acknowledges that Philision will bear no responsibility for any claims or damages related to the scissor lift, and that responsibility will solely rest with the Customer until the equipment is returned.

Signatures:

Customer Name (Printed): _____

Customer Signature: _____

Date: _____

Philision Representative Name (Printed): _____

Philision Representative Signature: _____

Date: _____