

Mobility Scooter Rental Waiver, Release and Indemnity Agreement

IMPORTANT LEGAL DOCUMENT - READ CAREFULLY BEFORE SIGNING. By signing this Agreement, the participant/operator gives up important legal rights, including the right to sue or claim compensation from the Released Parties for losses, injuries, or damages arising from the rental or use of the mobility scooter, including claims alleging negligence, except to the extent prohibited by law.

Participant and Equipment Details

Item	Details
Participant / Renter Name	
Operator / User Name (if different)	
Date of Birth	
Emergency Contact	
Scooter Make / Model / Fleet ID	
Rental Date(s)	
Pickup / Delivery Location	

Acknowledgements, Assumption of Risk, Release and Indemnity

1. Activity and equipment. I understand that the Company is renting mobility equipment and not providing medical care or medical advice. This Agreement applies to the use, operation, loading, unloading, transport, delivery, pickup, possession, charging, storage, and return of the mobility scooter and its accessories.

2. Operator fitness and responsibility. I confirm that the operator is, to the best of my knowledge, physically and cognitively able to operate the mobility scooter safely for the intended use, can understand and follow instructions, and is not knowingly impaired by alcohol, drugs, medication, fatigue, illness, or any other condition that would make operation unsafe. I understand that the Company is not evaluating medical fitness or suitability.

Initials: _____

3. Training and instructions. I acknowledge and confirm that I have received _____ **(initial)** declined (after having been encouraged to and given a fair opportunity to) _____ **(initial)** receive instructions about the scooter's controls, safe mounting and dismounting, braking, turning, reversing, charging, range limitations, slope/threshold limitations, and what to do if a malfunction or low-battery event occurs. I agree not to use the scooter until I am comfortable with the basic controls and safety instructions.

4. Inherent and specific risks. I understand and voluntarily accept all risks associated with the rental and use of a mobility scooter, including but not limited to tip-over or rollover; collisions with pedestrians, vehicles, cyclists, doors, curbs, walls, fixed objects, or moving objects; falls during mounting, dismounting,

or transfer; instability on ramps, side slopes, boardwalks, ferry ramps, elevator gaps, curb cuts, uneven pavement, cobblestones, cracks, gravel, grass, wet surfaces, ice, snow, or poor weather; battery depletion or power loss; mechanical or electrical malfunction; loss of control; injury to myself or others; property damage; and serious injury, disability, or death.

Initials: _____

5. Compliance with rules and lawful use. I agree to follow all applicable laws, bylaws, traffic rules, pedestrian rules, posted signs, property rules, hotel or cruise terminal rules, and all instructions given by the Company. I will operate the scooter with reasonable care and will stop using it immediately if conditions become unsafe or if I am told to stop.

6. Prohibited conduct. I will not use the scooter in an unsafe, reckless, unlawful, or abusive way. Without limiting the generality of the foregoing, I will not allow unauthorized users to operate it; will not carry unauthorized passengers or loads; will not use it for racing, stunts, towing, or off-road purposes; will not use it on stairs or escalators; and will not tamper with, alter, or repair the equipment.

7. Condition of equipment and stop-use obligation. I acknowledge that I had the opportunity to inspect the equipment before use, and that visible condition issues should be reported immediately. If the scooter appears damaged, unsafe, unstable, or malfunctioning, I will stop using it at once and notify the Company.

8. Property damage, loss, and theft responsibility. I accept responsibility for damage, theft, loss, or extraordinary cleaning of the scooter and accessories, and for damage I cause to third-party property, to the extent set out in the rental agreement and applicable law.

9. Release of liability. In consideration of being permitted to rent or use the scooter, I, for myself and for my heirs, executors, administrators, assigns, dependants, family members, and personal representatives, irrevocably waive and release Lorimax Inc., o/a Segway Nova Scotia, and Harding Medical, a division of I.M.P. Group Limited, their owners, directors, officers, employees, contractors, guides, trainers, delivery personnel, agents, representatives, successors, assigns, landlords, licensors, and other persons or entities involved in providing the rental or location (collectively, the "Released Parties") from any and all claims, losses, liabilities, damages, demands, actions, causes of action, costs, or expenses of any kind arising from or related to the rental or use of the scooter, including claims based on personal injury, death, property damage, economic loss, or the negligence of any of the Released Parties, except to the extent such release is prohibited by law.

Initials: _____

10. Indemnity. I agree to indemnify and hold harmless the Released Parties from and against third-party claims, losses, liabilities, damages, costs, and reasonable legal fees arising from my breach of this Agreement, unlawful or unsafe conduct, misuse of the scooter, or damage caused while the scooter is in my custody or control.

Initials: _____

11. Incident reporting and evidence. I agree to report any accident, fall, near-miss, police interaction, complaint, equipment problem, property damage, or injury immediately, and to provide accurate information. I understand that the Company may document the rental and any incident using maintenance records, GPS/fleet records, photographs, video, staff notes, and other evidence for safety, insurance, and legal purposes.

12. No reliance; severability; governing law. I am not relying on verbal statements about safety or suitability except as expressly written in the rental documents. If any part of this Agreement is unenforceable, the remainder continues. This Agreement is governed by Nova Scotia law.

13. Electronic signature and free agreement. I understand this document, have had the opportunity to ask questions, and sign it voluntarily. A digital signature, typed name, checkbox acknowledgement, or comparable electronic acceptance may be relied upon as evidence of my agreement.

Initials: _____

Optional Responsible Party Acknowledgement

If a caregiver, family member, or other responsible party is arranging the rental for the operator, that person should confirm that they have authority to do so, have reviewed this document with the operator where appropriate, and have disclosed any known safety concern that would make operation obviously unsafe.

Responsible party initials (if applicable): _____

Signatures

Field	Details
Renter / Participant Name	
Address	
Phone	
Email	
Signature	
Date	
Operator Name (if different from renter)	
Operator Signature	
Responsible Party / Caregiver (if applicable)	
Responsible Party Signature	
Relationship to Operator	
Witness / Staff Member	
Emergency Contact Name and Number	