



Confluence Birth Works, LLC

478-993-7191

DAMAGES, LOSS, AND DAMAGE WAIVERS

Full right, title, and ownership of the equipment will at all times remain vested with Confluence Birth Works, LLC. The borrower will use the equipment only for and in accordance with its intended use and pursuant to any instructions provided therewith. The borrower is fully responsible for the loss, theft, or destruction of the equipment independent of cause and agrees to pay Confluence Birth Works, LLC the replacement value of the equipment in such an event. In the event of damage and/or partial destruction from any cause, the borrower agrees to pay to the owner a sum equivalent to the cost of repair of the item or replacement value of the item, whichever is less.

In cases of lost or stolen items, Confluence Birth Works, LLC has the right to charge you the full cost of a new replacement item.

PROPER USE

Borrower is responsible for complying with all state and local laws, regulations, manufacturer recommendations, and rules of all property owners where items may be used

SANITARY CONDITIONS

All equipment must be returned with all accessories and parts intact and in the same condition as when delivered otherwise a \$25.00 excessively dirty cleaning fee will be added. Examples of where items would be considered excessively dirty would include (but are not limited to) being returned with stuck on chewing gum, crayon markings, paint, glue, markers, pen ink, dried food and beverage, vomit, or diaper blowouts. Items returned with sunscreen stains will be charged a minimum \$25 removal fee.

RELEASE OF LIABILITY

In consideration of the rental agreement between myself and Confluence Birth Works, LLC, I acknowledge and agree to the following terms:

1. I agree that I am responsible for the correct use of rental items according to manufacturers' instructions and guidelines.
2. I understand that there exist certain risks of injury from the use or misuse of such items, including the potential risk of serious injury, disability, or death.
3. I knowingly and freely assume all such risks, both known and unknown, and assume full responsibility for my use of such items.



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4. I, for myself and on behalf of my heirs, assigns, personal representatives, and next of kin, hereby hold harmless, and agree not to sue Confluence Birth Works, LLC, the owner of all such items I have agreed to borrow, their officers, agents and employees, with respect to any and all injury, disability, death and loss or damage to person or property, whether caused by the negligence of the owner or otherwise, except that which is the result of gross negligence or wanton misconduct.

5. I understand that this RELEASE OF LIABILITY covers each and every item which I have agreed to rent.

6. I further agree that this RELEASE OF LIABILITY shall be governed by the laws of the State of Colorado.

ARBITRATION OF DISPUTES:

The Parties shall make a good-faith effort to settle any dispute or claim arising under the terms of this agreement through mediation with the assistance of a mutually acceptable mediator. If any party commences an action based on a dispute or claim to which this paragraph applies, without first attempting to resolve the matter through mediation, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action. If the Parties fail to resolve any such disputes or claims, they shall submit them to arbitration under the provisions of the State of Colorado.

Borrower's Signature: _____

Date: _____

Partner's Signature: _____

Date: _____

Doula's Signature: _____

Date: _____