



111 Plan Way, Warwick, RI 401•738•3855 800•873•6888 www.rirental.com

WAIVER OF UNDERGROUND DAMAGES

IN CONSIDERATION of **Hill Enterprises, Inc. d/b/a Rhode Island Rentals** agreeing to perform services and/or provide equipment and/or install temporary shelters, including but not limited to tents and canopies and all parts necessary to secure the same.

I/We do hereby release and forever discharge **Hill Enterprises, Inc. d/b/a Rhode Island Rentals** from any and all actions, causes of actions, claims for damages and demands including but not limited to negligence claims, upon or by reason of any damage, loss or injury, which may occur to any of my/our property, and to indemnify **Hill Enterprises, Inc. d/b/a Rhode Island Rentals** against any and all liability for damages, caused during the performance of any services, provision of equipment, and/or installation, to property which I/we do not own, including but not limited to pipes, mineral deposits, roots, wires, cables, cesspools, septic systems, water collection and/or dispersion systems, wells, sprinkler systems, oil tanks, gas tanks, and retaining structures, which are located partially or fully underground. I/We fully understand and comprehend that it is my/our responsibility to ensure that no underground property that I/we own, rent, lease, possess or otherwise control, is located where said property might be damaged by activities necessary for the provision of the services I/we have contracted for.

This waiver extends and applies to, and also covers and includes, all unknown, unforeseen, unanticipated and unsuspected injuries, damages, loss and liability, and the consequences thereof, as well as those now disclosed and known to exist. The provisions of any State, Federal, Local or Territorial law or statute providing in substance that releases shall not extend to claims, demands, injuries or damages which are unknown or unsuspected to exist at the time, to the person executing such release, are hereby expressly waived.

It is Further Agreed And Understood that the goods and/or services provided **Hill Enterprises, Inc. d/b/a Rhode Island Rentals** constitute due and sufficient consideration for this Waiver and that the price negotiated for the provision of said goods and/or services reflect the waivers and agreements contained herein.

IN WITNESS WHEREOF I/we have hereunto set my/our hand the _____ Day of _____, 20__.

**THIS IS A
WAIVER
IN FULL**

Property Owner/ Person Assuming Liability:

Sign Name: _____

Print Name: _____

Street Address: _____

Phone: _____

Witness by:

Sign Name: _____

Print Name: _____

Address: _____

Phone: _____