

Demo Waiver

I, _____ agree and acknowledge that an equipment site or yard is a potentially dangerous place. Flammable, noxious, corrosive and pressurized substances may be present, heavy equipment is being operated and electric circuits may be live. I agree and acknowledge that every person at the site, including myself, at any time, shall be there at his own risk without notice of the condition of the premises and the activities thereon and shall so advise his agents and employees.

As consideration for my being allowed to conduct a demonstration and inspection of the unit, I agree to release, waive, discharge and covenant not to sue Proxy Equipment LLC, along with its officers, managers and representatives and/or the owner/seller of the unit (collectively referred to here as "Releasee") from any and all liabilities, claims, demands, damages or causes of action that may arise from or be related to any harm or injury (including, without limitation, death), that may be sustained by operating or otherwise conducting any demonstration or inspection of the unit or while I am located on the premises on which the unit is located, whether such personal injury, death, or property damage is caused by the negligence of Releasee or otherwise. I expressly and voluntarily assume all risk of loss, property damage, or personal injury (including death) that I may sustain as a result in conducting or otherwise participating in the inspection and demonstration of the unit. I further hereby agree to waive and relinquish all rights and benefits afforded under any applicable federal, state or local law which provides in substance that a release shall not extend to claims or injuries which are unknown or unsuspected at the time this waiver is executed.

I agree and acknowledge that I will be held responsible for any injury or damages which I may cause to the unit, to other property on the premises, and to persons present on premises on which I am operating the unit. I agree to pay in full for any such damages or injury caused to the unit, other property, or persons within 30 days of Proxy Equipment request for such payment.

All negotiations concerning the purchase of the Equipment are to be handled solely through Proxy Equipment. I understand and agree that any attempt to negotiate with Proxy Equipment contracted client, the Seller, will result in a fee equal to 25% of the advertised price, whether negotiation results in a purchase or not, as it is considered litigious interference with an ongoing contractual relationship. If such fee is demanded, it will be paid within 48 hours of demand by Proxy Equipment in addition to any and all collection costs to include attorney's fees.

I further agree that if any provision of this waiver is deemed invalid or unenforceable, such provision will be deemed limited by construction in scope and effect to the minimum extent necessary to render it valid and enforceable and, in the event no such limiting construction is possible, the invalid or unenforceable provisions will be deemed severed from this waiver without affecting the validity of any other term or provision.

I agree, acknowledge and certify that I (i) am aged 18 years or older; (ii) have read and fully understand this waiver; (iii) am signing this waiver freely and voluntarily; and (iv) understand that by signing this waiver, I am giving up substantial rights. I further certify that all blanks or statements requiring insertion or completion were filled in before my execution of this waiver. I further agree and acknowledge that this instrument shall be binding upon my family and my heirs, assigns, administrators, estate and personal representatives.

SIGNATURE

DATE

PRINTED NAME

