

Canopy Acceptance of Liability

Due to the inherent danger and cost with a canopy, during certain weather conditions I, _____, am accepting and understand that any canopy that I or Sun Rental Center sets up is my sole responsibility. The following weather conditions could be potentially harmful to the canopy but this is not an all inclusive list: *wind over 15 miles per hour, tornados, hurricanes, hail, dust storms, and heavy rain.*

Regardless of the time of day or day of the week I will take the following precautions to ensure that the canopy is not damaged during potentially hazardous weather conditions even if I cannot make direct contact with a Sun Rental representative, leaving a message on voicemail *does not* constitute direct contact. Availability of people and distance to the canopy may preclude Sun Rental from promptly arriving to help disassemble the canopy.

The following steps should be taken to ensure the safety of the canopy:

- Tighten tie down straps
- Remove canopy top
- Remove canopy legs
- Remove canopy top and legs
- Lower canopy to the ground
- Completely disassemble

I understand the above conditions and accept this responsibility to protect the canopy and should it be damaged due to weather I will pay for the necessary costs to repair it and if necessary the full replacement cost of the canopy.

I also understand that it is my responsibility to contact all local utilities to inform them that a digging/stake insertion will take place at your designated location to secure the canopy. I will mark or have a utility company mark any and all underground utilities but not limited to the following: power lines, sprinkler pipes, telephone lines, cable lines, other underground objects. Sun Rental will not be held liable if any underground utilities/objects are hit and will be held harmless for any damage or injury resulting, see RCW Title19 Chapter 19.122 *Underground Utilities* for further guidance.

Signature

Date