

VULCAN COUNTY POLICY NO. 62-1003	AGRICULTURAL SERVICES EQUIPMENT RENTAL POLICY
Effective: January 23, 2008	Last Amended: May 5, 2021
Cross Reference: MTN 2008-01-26 Amended: MTN 2010-01-15 MTN 2012-04-23 MTN 2012-06-11 CC 2020-01-15-07 CC 2021-05-05-18	Page 1 of 4
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Agricultural Services Equipment Rental Policy

POLICY

1. Equipment will only be rented to ratepayers who own or rent land in Vulcan County and cannot be used outside Vulcan County.
2. Equipment may be rented to other municipalities for demonstration purposes if there is no ratepayer using or waiting for the equipment. Municipalities that rent equipment assume all liability and will ensure equipment is brought back in good shape.
3. Deposits will be returned when equipment is brought back in good shape.
4. The Cattle Scale will be rented free of charge to the local 4-H groups within Vulcan County.
5. The Tree Planter will be rented free of charge to ratepayers in Vulcan County to promote the planting of trees. A damage deposit is still required but will be returned to the renter after the planter is brought back in good shape.
6. The following equipment will be delivered and picked up by the Agricultural Service Board Staff:
 - RanchWorks Aerator
 - Brillion Grass Seeder
 - Pipe-Laying Plow
 - No-Till Grass Seeder (John Deere 1590)
7. A cheque or credit card deposit is required for all rentals.
8. All renters will be required to sign a 'Release of Liability, Waiver of Claims, Assumption of Risks and Indemnity Agreement' (see below) before equipment will be rented.

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9. If the renter exceeds 80 acres on the No-Till Seeder a charge of \$10.00 per acre will be added.

10. The intended use of the No-Till Grass Seeder is for the purpose of seeding grass and forages. Ratepayers will be denied rental if the purpose of the rental is intended for cereal, pulse and oilseed seeding. A cereal may be accompanied with the forage and grass seed as a cover crop.

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**RELEASE OF LIABILITY, WAIVER OF CLAIMS,
ASSUMPTION OF RISKS AND INDEMNITY AGREEMENT**

WARNING: BY SIGNING THIS DOCUMENT YOU MAY GIVE UP CERTAIN LEGAL RIGHTS, INCLUDING THE RIGHT TO SUE, CLAIM DAMAGES, OR SEEK COMPENSATION.

This document is to be signed by the participant in order to participate in the following:

RENTAL OF: _____

and related events and activities, including but not limited to equipment rental (collectively referred to as the “**Event**”).

I, (*print name*) _____ (the “**Participant**”), am 18 years of age or older, and I am aware that the **Event** involves inherent risks, dangers and hazards, involving all manner of injury or loss, including potentially serious or life-threatening injury and death, including, but not limited to:

- (a) the use of equipment, materials or facilities related to the **Event**;
- (b) the actions or negligence of myself or other participants in of the **Event**;
- (c) the actions or negligence of Vulcan County or its Council, Directors, Officers, Employees, Agents or Representatives of any kind (collectively referred to as the "**Municipality**"); and
- (d) additional risks arising out of the **Event** and related events and activities.

I, the undersigned Participant, freely accept and assume all such risks, dangers and hazards and the possibility of injury, death, property damage, property loss or any other loss or expense resulting to myself.

I, the undersigned Participant, hereby agree as follows:

- (a) **To WAIVE ANY AND ALL CLAIMS** of every nature and kind at law or equity or under any statute that I have or may have in the future against the **Municipality**;
- (b) **To RELEASE THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense that I may suffer or that my next of kin or legal

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representatives may suffer as a result of participation in or use of the **Event**, due to any cause whatsoever, including negligence on the part of the **Municipality**;

- (c) **TO HOLD HARMLESS AND INDEMNIFY THE MUNICIPALITY** from any and all liability for injury, death, property damage, property loss or any other loss or expense to any party, including myself, as a result of participation in or use of the **Event**, or other financial loss or expense including, without restriction, legal expenses and costs on a solicitor-and-his-own-client full indemnity basis in defending against such claims or enforcing the terms contained within this document; and
- (d) **THAT THIS AGREEMENT WILL BE EFFECTIVE AND BINDING UPON** myself, and my heirs, next of kin, executors, administrators and assigns.

I, the undersigned Participant, hereby acknowledge that I have read the foregoing, and have had the opportunity to ask questions and clarifications before signing. I acknowledge that I understand its content, import and meaning and hereby do agree, approve and consent to the above.

Date: _____

Participant Name (print): _____

Participant Signature: _____

Witness Name (print): _____

Witness Signature: _____