

Assumption of Risks, Release of Liability, Waiver of Claims and Indemnity Agreement.
By signing this document, you will waive certain legal rights, including the right to sue.
PLEASE READ CAREFULLY!

First Name <i>(please print)</i>		Last Name <i>(please print)</i>		
Employer (if applicable) <i>(please print)</i>		Address of Employer <i>(please print)</i>		
Street Address	Apt. #	City	Province	Postal Code
Phone		E-mail		
Date(s)		Emergency Contact Information		

To: _____ o/a Just Junk _____ and to Just Junk Franchising Corp., and their respective agents, officers, directors, shareholders, affiliates, employees and franchisees and their respective heirs, executors, successors and assigns (hereinafter collectively referred to as “Just Junk”):

I, the undersigned, wish to accompany Just Junk on one of its trucks for purposes of observing the Just Junk business and operation and may, in connection therewith, at my sole choosing, participate with and assist Just Junk and its employees with junk and debris removal from a customer premises and sit, stand or ride on the back of a Just Junk truck or other vehicle (the “Just Junk Vehicle”), or otherwise occupy a Just Junk Vehicle, on the dates specified above and Just Junk has approved such participation subject to my signing this waiver and release of liability.

I acknowledge that being a passenger in and/or occupying a Just Junk Vehicle entails known and unanticipated risks that may cause me physical or emotional injury, paralysis, death, or damage to myself or to my property. **The risks include, but are not limited to, the following:** accidents which occur during transportation or travel to and from various work sites, accidents which occur during transportation or travel to and from various work sites and/or premises owned and/or occupied by Just Junk, trip and fall or slipping accidents while entering or exiting the Just Junk Vehicle, accidents which occur from the use or misuse of any components of the Just Junk Vehicle, picking up and hauling junk and debris and placing such junk and debris in the Just Junk Vehicle and negligence of other passengers or occupiers of the Just Junk Vehicle. **I FREELY ACCEPT AND FULLY ASSUME ALL SUCH RISKS, DANGERS AND HAZARDS AND THE POSSIBILITY OF PERSONAL INJURY, DEATH, PERMANENT DISABILITY, PROPERTY DAMAGE OR LOSS RESULTING THEREFROM. My participation in this activity is purely voluntary and I elect to participate in spite of the risks.**

I also acknowledge that if I am injured and require medical assistance, such medical assistance will be at my own expense or the expense of my personal insurer(s). I hereby represent/affirm that I have adequate insurance to provide coverage for such medical expenses. **I understand and agree that Just Junk will not pay for any cost or expenses incurred by me if I am**

injured.

IN CONSIDERATION of Just Junk allowing me to be a passenger in, or otherwise occupy, a Just Junk Vehicle and to participate in junk and debris removal, and for other good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged):

1. I HEREBY VOLUNTARILY RELEASE, FOREVER DISCHARGE AND AGREE TO INDEMNIFY AND HOLD HARMLESS JUST JUNK AND TO WAIVE ANY AND ALL CLAIMS, DEMANDS OR CAUSES OF ACTION that I have or may have in the future against Just Junk and TO RELEASE JUST JUNK from any and all liability for any loss, damage, expense or injury including death that I may suffer or that my heirs, next of kin, executors, administrators, assigns and personal representatives may suffer as a result my being a passenger to, or otherwise occupying, a Just Junk Vehicle and/or participating in any activities while occupying the Just Junk Vehicle DUE TO, OR ARISING FROM, ANY CAUSE WHATSOEVER, INCLUDING NEGLIGENCE, BREACH OF ANY STATUTORY OR OTHER DUTY OF CARE ON THE PART OF JUST JUNK AND FURTHER INCLUDING FAILURE ON THE PART OF JUST JUNK TO SAFEGUARD OR PROTECT ME FROM THE RISKS, DANGERS AND HAZARDS OF BEING A PASSENGER IN, OR OTHERWISE OCCUPYING, A JUST JUNK VEHICLE.
2. I AGREE TO HOLD HARMLESS AND INDEMNIFY JUST JUNK from any and all liability for any property damage or personal injury to any third party resulting from me being a passenger in, or occupying, a Just Junk Vehicle or participating in any activities in connection therewith. Furthermore, should Just Junk or anyone acting on their behalf be required to incur legal fees and costs to enforce this agreement, I agree to indemnify and hold Just Junk harmless from all such fees and costs.
3. If any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.
4. This agreement shall be effective and binding upon my heirs, next of kin, executors, administrators, assigns and representatives.
5. This agreement and any rights, duties and obligations as between the parties to this agreement shall be governed by the laws of Ontario and the Courts of Ontario shall have exclusive jurisdiction over any proceedings involving the parties to this agreement.
6. In entering into this agreement, I am not relying on any oral or written representation or statements made by Just Junk with respect to the safety of the Just Junk Vehicle, other than what is contained in this agreement.
7. I hereby acknowledge that I have had sufficient opportunity to obtain independent legal advice with respect to this agreement and have either obtained independent legal advice or chosen not to do so.
8. **I CONFIRM THAT I HAVE READ AND UNDERSTOOD THIS AGREEMENT PRIOR TO SIGNING IT, AND I AM AWARE THAT BY SIGNING THIS AGREEMENT I AM WAIVING CERTAIN LEGAL RIGHTS, WHICH I OR MY HEIRS, NEXT OF KIN, EXECUTORS, ADMINISTRATORS, ASSIGNS AND REPRESENTATIVES MAY HAVE AGAINST JUST JUNK.**

Signed this ____ day of _____, 20____

Witness Signature

Signature

Witness Name (*print*)

Name (*print*)