

## RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION OF, the foregoing lease, Lessee acknowledges and agrees for himself, herself or itself, and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operations or the PROPERTY leases herein during the entire time that the PROPERTY is under LESSEE'S care, custody or control. LESSEE warrants and represents that he, she, or it will, at all times, supervise the safe use and operation of the PROPERTY leased herein. LESSEE further agrees that he/she/it is responsible for the full value of the PROPERTY leased herein and in the event the PROPERTY is lost, stolen or damaged while in LESSEE's care, custody or control. LESSOR makes no warranties or representations express or implied, about the safety of any or the PROPERTY leased.

IN FURTHER CONSIDERATION of this lease:

RELEASE:

(1) LESSEE HEREBY RELEASES WAIVES, AND DISCHARGES LESSOR, including its agents, servants, employees, officers, members, directors, and shareholders, from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the PROPERTY leased herein. This release is intended to include, but is not limited to, liability due to the LESSOR'S negligence, regardless of whether such negligence is active or passive. This release is intended to discharge LESSOR from all liability for the injury to any and all person(s) and any and all property connected with the lease of the PROPERTY specified herein.

RIGHT TO ENTER PROPERTY OR PREMISES: (2) LESSEE voluntarily consents and agrees that LESSOR including its agents, servants and employees, may enter upon the property or premises where the PROPERTY leased hereunder is being kept so that LESSOR may secure the return of the PROPERTY in a reasonable and timely manner at the end of the term of this lease.

INDEMNIFICATION:

(2) LESSEE shall be in full charge of the safe use and operation of the PROPERTY leased herein and promises, and agrees to indemnify and hold LESSOR, including its agents, servants, employees, members, officers, directors and shareholders, harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the PROPERTY leased herein including, but not limited to claims based on trespass, strict products liability, breach of warranty and/or LESSOR'S negligence, regardless of whether such negligence is active or passive.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are others. Lessee understands and agrees that no oral representations or statements have been made by the LESSOR to LESSEE to induce LESSEE to excuse this agreement, apart from the matters set forth herein.

RULES FOR USE - CAPACITY

Safety First Children's safety depends on presence of the adult supervision while INFLATABLE UNIT is in use. Keep age and size of groups compatible. 10 children from 2-8 old or 8 children from 9-12 years old. Teenagers and Adult allowed in Rock Climber only.

SOMERSAULTS, ROUGH HOUSING AND FLIPS ARE NOT ALLOWED\*

NO SHOES\* NO FOOD\* NO DRINKS\* NO SHARP OBJECTS\* NO SILLY STRING ALLOWED

PROBLEMS:

If INFLATABLE UNIT begins to deflate, check power cord connections to see if motor has stopped, Make sure outlet has appliances plugged in and make sure breaker for outlet is on. If motor continues to run, check for blockage of air-intake screen on side of motor. Also check both tubes on back of INFLATABLE UNIT for snugness and tighten ties if necessary.

NO REFUNDS AFTER RENTAL EQUIPMENT HAS BEEN ACCEPTED\* IN CASES OF RAIN, INFLATABLE UNIT MAY ACCUMULATE WATER\* SAFETY FIRST\* SAME DRIVER WILL RETURN FOR THE UNIT; IF NOT CALL OFFICE IMMEDIATELY

OFFICE IS OPEN 7 DAYS A WEEK

**I (WE) HAVE READ AND UNDERSTAND THE FOREGOING.**

DATE: \_\_\_\_\_

LESSEE: \_\_\_\_\_

