

# ABSOLUTE FUN PARTY RENTALS

#### Lease Agreement

(LESSEE) hereby leases, pursuant to this agreement, the following from Absolute Fun Party Rentals (LESSOR) For your safety an attendant is available for every rental.

| Equipment Required: |           |  |
|---------------------|-----------|--|
| Name:               |           |  |
| Phone:              |           |  |
| Address:            |           |  |
| Date:               |           |  |
| Start Time:         | End Time: |  |

YOUR CHILDREN'S SAFETY IS OUR CONCERN PLEASE READ THIS AGREEMENT. IT CONTAINS A DETAILED DESCRIPTION OF THE RIGHTS AND OBLIGATIONS OF THE LESSOR AND LESSEE(S).

### Release and Waiver of Liability and Indemnity Agreement

In consideration of the forgoing lease, LESSEE acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leases herein during the entire time that the property is under LESSEE'S care, custody or control. LESSEE warrants and represents the 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 in the event the property is lost, stolen or damaged while in the 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, 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 not limited to, liability due to LESSOR'S NEGLIGENCE, regardless of whether such negligence is active or passive. This release is intended to discharge LESSOR from all liability for any injury to any and all person(s) and any and all property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury of reputation, and all other forms of consequential injury and damage, regardless of how such injury or damage is call or characterized. LESSEE waives all rights to sue Absolute Fun Party Rentals for any injury a child/adult may suffer due to negligence or any other cause.

# INDEMNIFICATION

(1) 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, 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 LEASE HEREIN.

LESSEE further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as permitted by New York law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect.

Please advise all parents and or participants upon invitation to your event that you intend on having an inflatable play unit at your house or other property and ask for their consent to let their child participate in the use of the inflatable play unit.

#### RULES FOR USE - CAPACITY

Safety First! Children's safety depends on presence of adult supervision while INFLATABLE UNIT is in use. Keep age and size of groups compatible. Up to 10 children from 2-8 years old, up to 8 children from 8-12 years old, up to 4 older teens, or 2 adults.

DO NOT DEFLATE UNIT unless it is an emergency. SUMMERSAULTS, ROUGH HOUSING AND FLIPS ARE NOT ALLOWED NO SHOES \* NO FOOD \* NO DRINKS \* NO SHARP OBJECTS \* NO SILLY STRING ALLOWED PLEASE KEEP ALL PETS AWAY FROM EQUIPMENT

# PROBLEMS:

If INFLATABLE UNIT begins to deflate, REMOVE CHILDREN IMMEDIATELY; check power cord connections to see if motor has stopped. Make sure outlet has no other appliances plugged in and make sure breaker for the 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 CASE OF RAIN, INFLATABLE UNIT MAY ACCUMULATE WATER \* SAFETY FIRST \* PLEASE REMOVE ALL OCCUPANTS AND LEAVE UNIT INFLATED. WHEN RAIN STOPS YOU MAY RE-ENTER, BUT PLEASE DRY WITH A TOWEL INSIDE. IF WIND EXCEEDS 25MPH IN A STORM PLEASE DEFLATE IMMEDIATELY.

I (WE) have read and understand the forgoing.

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

ABSOLUTE FUN PARTY RENTALS 401.823.6219