



## RENTAL AGREEMENT AND LIABILITY RELEASE

1. DELIVERY – Customer grants PartyBounce Inc. and its employees/agents the right to enter Customer’s property (the”Property”) for the delivery and removal of the equipment described in Customer’s Invoice (attached) at the specified times.
2. USE OF EQUIPMENT – The equipment shall be used only at the Property identified in Customer’s Invoice and below. After Delivery, equipment, other than the small game equipment pieces, popcorn maker and cotton candy machine, shall not be moved by anyone other than PartyBounce Inc. employees or agents, unless there is a threat of severe weather. The equipment shall not be subleased or rented to another party. Customer is responsible for enforcing all safety guidelines. Instructions for safety are included and attached to this agreement and will be reviewed with the Customer at the time of Delivery.
3. OPERATION OF EQUIPMENT – By entering into this agreement, Customer acknowledges that there exists a risk of injury or damage arising out of use of the equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct and safe operation of the equipment, and to assume any and all risk of injury or damage. Customer will not permit the equipment to be operated by anyone who is under the age of 18, who is not fully qualified and who has not received instruction on safe operation of the equipment from the Customer or who has not read the attached safety and operation instruction. **AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED WHEN IN USE.**
  - a. Customer acknowledges that there are safety and operating instructions for the equipment included herein and attached herewith. Customer agrees to read those instructions and operate the equipment within the guidelines.
  - b. Customer acknowledges and understands that children’s safety depends upon customer providing correct operation and use of the equipment **AT ALL TIMES.**
  - c. The following Bounce Houses should be used in accordance with the following guidelines:
    - i. The maximum number of jumpers allowed in each Bounce House is as follows:

Bouncy House	Size (ft X ft)*	Capacity (Ages 3-6)	Capacity (Ages 7-12)
Train	15 X 15	6-8	3-5

School Bus	15 X 15	6-8	3-5
Race Car	50 X 26 X 10	10-15	5-7
Colorful Castle	15 X 15	6-8	3-5
Pink Castle	15 X 15	6-8	3-5
Car	15 X 8	4-6	3-5
Ballon	15 X 15	6-8	3-5
Boxing Ring	15 X 15	6-8	3-5
Star	15 X 15	6-8	3-5
Soccer Field	26 X 13	7-10	4-6

\* Sizes are approximate.

- ii. All jumpers must remove shoes, eyeglasses, and any sharp objects before entering the Bounce House.
- iii. No silly string, confetti, gum, food, drink, sprays or other sticky substances are allowed in the Bounce House.
- iv. To avoid neck, back and head injuries – no wrestling flips or rough housing allowed in the Bounce House.
- v. DO NOT bounce against the sides or near the entry way of the Bounce House – serious injury may occur.
- vi. Any individual with head, back, neck or any muscular-skeletal injuries or disabilities, pregnant women, children under three (3) years of age, and others who may be susceptible to injury from falls, bumps, or bouncing are not permitted in the Bounce House at any time.
- vii. DO NOT allow older children to jump with younger children – risk of severe injury.
- viii. NO hanging from the sides nor the nettings nor the roof of the Bounce House.
- ix. Use only inflatable balls or provided nerf balls in the Bounce House – other balls may cause serious injury.
- x. If the Bounce House begins to lose air, participants should make their way to the exit immediately and safely.
- xi. BOUNCE HOUSE MUST BE STAKED TO THE GROUND SECURELY AT ALL TIMES PREVENTING TIPPING OR INJURY. DO NOT use the Bounce House in winds in excess of 25mph – Bounce house can flip over in high winds. If high winds exist, exit the Bounce House immediately and turn off the blower.

xii.Keep Children away from the blower unit- risk of electric shock and serious injury from moving parts of blower.

xiii.DO NOT operate the Bounce House when raining or if ground is wet. RISK OF SERIOUS INJURY DUE TO SLIPPING HAZARDS AND ELECTRIC SHOCK FROM BLOWER IF WET CONDITIONS EXIST.

4. WEATHER POLICY- PartyBounce Inc. reserves the right to cancel any reservations due to severe or imminent deterioration of weather conditions. Customer will receive a full refund if we cancel due to weather conditions. Partybounce will provide Customer with 24 hour notice regarding severe weather.
5. CANCELLATION POLICY – Customer agrees to give 24 hour notification of cancellation. 24 hour notice of cancellation is required for a full deposit refund.
6. CUSTOMER RESPONSIBILITY – The Customer acknowledges and agrees that Customer is in charge of the equipment’s operation while it is on the Property and is fully responsible for the return of the equipment in good working order. Customer agrees to compensate PartyBounce Inc. for theft of or damage to the equipment while on the Customer’s Property during the term of this contract and any extension thereof.
7. LIMITATION ON LIABILITY – Customer understands and acknowledges that the rental of this Equipment may result in known or unanticipated risks to Customer and guests of Customer. Those risks include, but are not limited to: falling, slipping, or colliding, which could result in injury, illness, burns, disease, emotional distress, accidental death, and/or property damage to Customer and guests of Customer. CUSTOMER VOLUNTARILY RELEASES PARTYBOUNCE INC., INCLUDING ITS OFFICERS, OWNERS, EMPLOYEES, DIRECTORS, SHAREHOLDERS, AGENTS, SUCCESSORS, AND ASSIGNS FROM ANY AND ALL LIABILITY, CLAIMS OR LEGAL ACTIONS, WHETHER PERSONAL TO CUSTOMER OR TO A THIRD PARTY, WHO ARE CONNECTED WITH CUSTOMER’S RENTAL OF EQUIPMENT FROM PARTYBOUNCE INC. CUSTOMER EXPRESSLY ASSUMES THE RESPONSIBILITY OF INFORMING ALL PERSON WHO USE, OPERATE OR SUPERVISE THE USE OF THE EQUIPMENT THAT THEY DO SO AT THEIR OWN RISK.
  - a. DISCLAIMER OF CONSEQUENTIAL DAMAGES – Customer agrees not to seek or claim consequential damages in the event of an injury, damage or loss due to Partybounce Inc. negligence.
  - b. DISCLAIMER OF WARRANTIES – PARTYBOUNCE INC. MAKES NO WARRANTIES EITHER EXPRESS OR IMPLIED AS TO THE CONDITION OR PERFORMANCE OF THE EQUIPMENT.
  - c. CUSTOMER INDEMNIFICATION – Customer agrees to indemnify and hold Partybounce Inc. harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities arising out or resulting from use and operation of the equipment during the term of this contract

or any extension thereof. Customer agrees that Partybounce Inc. is not liable for injuries or property damage resulting from acts of God, nature or other conditions beyond its knowledge or control.

- d. MITIGATION OF DAMAGES – In the event of injury, damage or loss due to the Negligence of PartyBounce Inc., Customer agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.
- 8. MERGER CLAUSE – This Agreement hereby expressly incorporates and includes by reference the Instruction Manuals and Invoice/Reservation form. Together the Agreement, Instruction Manuals, and Invoice/Reservation form contains the entire agreement between PartyBounce Inc. and Customer. No prior promises or commitments of any kind shall be effective or valid unless set forth in this Agreement. No other agreement or amendment of this agreement shall be valid or enforceable unless it is in writing and signed by the Parties to this Agreement.
- 9. SEVERANCE – The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

ACKNOWLEDGEMENT. Customer acknowledges the receipt of Instruction and Safety Procedures and these procedures will be reviewed in detail at the time of set up. Customer acknowledges receipt of this Agreement, has read the terms and conditions of this Agreement and agrees to be bound thereby.

INVOICE

EQUIPMENT RENTED:	TIME OF RENTAL:	AMOUNT:
	SUBTOTAL:	
	TAX:	
	TOTAL:	
	DEPOSIT:	
	TOTAL DUE:	

CUSTOMER INFORMATION: NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PARTY ADDRESS: \_\_\_\_\_

DATE OF RENTAL: \_\_\_\_\_

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Customer Signature

Dated:

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Party Bounce Agent

Dated: