

Liability Disclaimer



Inflatable play systems provide hours of safe and healthy exercise for young and old “kids” alike. However, if not properly supervised, accidents and injuries may occur. Party Town LLC provides high quality play systems, with all necessary safety features, to allow your family and friends to enjoy hours of fun at your next party/event. Supervision and responsible behavior on your part will help to eliminate the risk of any injuries in our play systems.

Party Town LLC wants all of our customers to understand that accidents can occur while renting our equipment, just as they may happen at a park or any other activity your child may participate in.

Please be advised that by renting our play systems you are assuming **ALL** responsibility for supervision, care of the equipment, and accept all liability for any injuries that may occur. Party Town LLC requires that our “Waiver Of Liability” form be read, signed, and accepted before your party date.

Rental Agreement



RENTAL DATE: _____

RENTAL FEE: _____

LESEE: _____

LESSOR: **PARTY TOWN LLC**

ADDRESS: _____

START TIME: _____

PHONE NUMBER: _____

END TIME: _____

Type of Unit:	Surface Type: <input type="radio"/> Tarp <input type="radio"/> Grass <input type="radio"/> Asphalt <input type="radio"/> Concrete <input type="radio"/> Inside	CONFIRMED BY	
Delivered By:		Name: _____	
		Date: _____	
		Time: _____	

LEASE AND RENTAL FEE.

The undersigned (“Lessee”) leases from PARTY TOWN LLC

1. (“Lessor”) the inflatable unit named above (the “Unit”) at the date and time specified above. Lessee shall pay Lessor the Rental Fee upon the receipt of the Unit.

2. DELIVERY AND TRANSPORTATION EXPENSES.

Except as otherwise provided herein, all charges in delivering and picking up of the Unit to and from the delivery address specified above are included in the Rental Fee noted above. Lessor shall use its best efforts to deliver the Units at the Start Time stated above; however, Lessor cannot guarantee that the Unit will be delivered at exactly the Start Time. Lessor shall not be responsible for any claims or damages in the event that the Unit is delivered earlier or later than the Start Time.

3. RULES TO FOLLOW DURING THE USE OF THE UNIT.

- a. Only participants of compatible ages and sizes shall play in the Unit at the same time. The maximum number of participants of each group that should play in the Unit at one time shall be as follows:

Unit Size	Children 8 & Under	Children 9 - 12	Older Teens	Adults
10x10	5-6	None	None	None
13x13	8	5-6	3-4	3
15x15	10	6-8	4-5	4
Slide	1	1	1	1

- b. All participants must remove shoes, glasses, and other sharp objects before entering the Unit.
- c. To avoid neck and back injuries, flips are not allowed in the Unit. In the event that the Unit is an inflatable slide, participants shall not jump from the platform onto the sliding area.

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- d. ADULT SUPERVISION IS ABSOLUTELY REQUIRED WHEN PARTICIPANTS ARE IN THE UNIT. THE LESSEE SHALL BE RESPONSIBLE FOR THE SUPERVISION OF THE PARTICIPANTS WHILE THEY ARE IN THE UNIT. AS THE LESSEE OF THE UNIT, THE SAFETY OF ALL PARTICIPANTS SHALL BE THE LESSEE'S SOLE RESPONSIBILITY.
- e. Absolutely no "Silly String", gum, candy, drinks, food, cigarettes, confetti, or any other substances are allowed in the Unit. It is the Lessee's responsibility to keep the Unit clean and free from any type of debris.
- f. The Unit shall not be moved from the location of installation. In the event that the Unit has accidentally moved, remove all participants from the Unit and move the Unit back to the location of installation. In no event shall the Unit be removed from the address specified above.
- g. Participants shall be kept away from the blower(s) used to inflate the Unit. In the event that the blower is accidentally turned off, remove all participants from the Unit and turn on the blower. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.
- h. All Units have been equipped with a zipper designed for quick deflation of the Unit at the time of pick up. Do not allow any participants to open the zipper. In the event that the zipper has been opened, remove all participants from the Unit and close the zipper. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.
- i. Keep the Unit and the blower at least 15 feet away from swimming pools or other sources of water.
- j. Do not allow participants to jump while holding on to the netting on the Unit.

4. TROUBLESHOOTING

In the unlikely event that the Unit begins to deflate while in operation, first remove all participants from the Unit, then check the following: (1) The motor may have stopped, in which case, check the cord connection at the outlet, and remember to use no more than a twenty-five-foot extension cord (stronger outlets are in the kitchens and laundry room); (2) If the motor is continuing to run, check the air intake on the side of the motor for blockage, and check both tubes at the back of the Funny Jump unit for snugness, re-tie if necessary; (3) Check and make sure the zipper(s) on the Unit is fully closed; (4) If you cannot correct the problem call Lessor at the number above immediately.

5. REPRESENTATIONS AND WARRANTIES BY LESSEE.

Lessee represents and warrants:

- a. That he/she has fully read this Agreement and that he/she has been instructed about and fully understands the safe operation of the Unit. Lessee shall observe all safety precautions contained herein, including, but not limited to, constant supervision of the participants.
- b. That he/she shall keep the Unit in the same condition as when received, ordinary wear excepted.
- c. That he/she shall be responsible for the safe return of the Unit to Lessor through Lessor's agent who delivers and picks up the Unit. Lessee shall only allow the same person to deliver the Unit to pick up the Unit. In the event that the Unit is not safely returned, Lessee shall pay Lessor the full fair market value of the Unit.
- d. That he/she has followed the instructions under Section 3 hereunder.
- e. That he/she has not removed the Unit from the location of installation.
- f. That he/she has not made alterations or attachments to the Unit.

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g. That he/she has received the Unit in good working order and condition.

6. DISCLAIMER OF WARRANTIES; LIMITATION OF LIABILITY.

LESSOR MAKES NO WARRANTIES OR REPRESENTATIONS, EITHER EXPRESS OR IMPLIED, WITH RESPECT TO THE UNIT UNDER THIS AGREEMENT, ALL OF WHICH ARE HEREBY DISCLAIMED AND EXCLUDED BY COMPANY, INCLUDING WITHOUT LIMITATION ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE. IN NO EVENT WILL COMPANY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY CHARACTER ARISING OUT OF OR IN CONNECTION WITH THE USE OF THE UNIT, INCLUDING, WITHOUT LIMITATION, ANY DAMAGES ARISING OUT OF PERSONAL INJURIES WHILE USING THE UNIT.

7. TITLE.

Lessee shall keep the Unit in his/her custody at all times and shall not sublease, rent, sell, remove from the Delivery Address, or otherwise transfer the Unit. The Unit shall remain the property of Lessor and may only be removed by Lessor or Lessor's agent after "End Time" as specified above.

8. INDEMNIFICATION; RELEASE OF REABILITY.

a. The Lessee shall have the full responsibility of the Unit's operation, including, but not limited to, supervision of the participants in the Unit. Lessor and its officers, employees and agents shall not be responsible for any injuries occurred during the use of the Unit. Lessee further agrees to hold the Lessor and its officers, employees and agents free and harmless against any injury or claim, the Lessee shall indemnify and hold harmless the Lessor and its officers, employees and agents from and against any costs incurred due to claims arising out of or in connection with the use and safe return of the Units.

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.

9. ENTIRE AGREEMENT.

The Rental Agreement constitutes the full agreement between Lessor and Lessee. The receipt of the PARTY TOWN LLC unit that is the subject of this rental Agreement is in good working order and repair and this is so acknowledged by Lessee.

10. RAIN POLICY.

In the event of rain, high wind, or other causes outside the control of Lessor, Lessor reserves the right to terminate this Agreement and cancel the reservation hereunder.

Signature: _____

Date: _____