## Rental Agreement, Release and Acknowledgement of Risk

In consideration of the use by the Lessee of the Leased Property described below, and for and in consideration of the payment by the Lessee to *JUST 4 JUMPING LLC*. (hereinafter referred to as "Lessor"), and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Lessor and Lessee, each intending to be legally bound, agree as follows:

- 1. Lessor agrees to deliver to Lessee the leased property described below at the approximate times specified. Lessee hereby grants unto Lessor the right to enter said property to pick up and deliver the lease property. Lessee agree to indemnify, hold harmless and release Lessor from any damage resulting from the delivery, set up, use or removal of the leased property.
- 2. The Lessee does hereby acknowledge that the activity to be engaged in through the Lessee's rental of an inflatable, interactive amusement device brings with it both known and unanticipated risks to Lessee, Lessee's guests and invitees. Those risks include, but are not limited to, falling, slipping, crashing, and colliding and could result in injury, illness, disease, emotional distress, and death and/or property damage to Lessee, Lessee's guests and invitees. Lessee further agrees to advise all guests, invitees, and users of the lease property of the risks described above prior to the delivery of the lease property by Lessor.
- 3. The Lessee does hereby voluntarily release and agree to indemnify and hold harmless the Lessor, as well as the Lessor's agents, employees or affiliates, from any and all liability, claims, demands, actions or rights of actions, whether personal to Lessee or to a third party which are related to, arise out of, or are in any way connected to Lessee's rental of the lease property, including those allegedly attributable to negligent acts or omissions. Lessee further agrees to reimburse any reasonable attorney fees and costs which any be incurred by Lessor or Lessee's agents, employees or affiliates in defense of any such liability claim, demands, actions or right of action.
- 4. In the event the Lessee files a lawsuit against Lessor's agents, employees, or affiliates, it is agreed that the substantive law of the State of *INDIANA* shall apply to such action.
- 5. Lessee hereby acknowledges that the lease property may be an attraction to minor children and other persons. Lessee agrees to supervise the leased property and the use of the leased property at all times when the leased property is in the Lessee's possession. Lessee also acknowledges that he or she has read and understands the "Rules" governing the use of the lease property, which is attached to this agreement. Lessee further agrees to advise all guests, users of the leased equipment and invitees of the aforementioned rules. Lessee further agrees to follow the aforementioned rules and to require all guests, users and invitees of the leased equipment to follow these rules at all time.
- 6. Lessee hereby acknowledges that he or she has sufficient homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage, which might result to me, my guests, or invitees from the use of the lease property or the pickup and delivery of the leased property.
- 7. Lessee agrees that in the event that any portion of this agreement is deemed by a Court of competent jurisdiction to be void or unenforceable, the validity of the remainder of the agreement will not be affected in any way.
- 8. Lessee acknowledges and certifies that he or she has had sufficient opportunity to read this entire agreement and the attached "Rules," that the lessee has executed this document freely, intelligently and without duress of any kind and that, the Lessee agrees to be bound by its terms.

Signature	Date
Printed Name	· <del></del>

## RULES FOR BOUNCE HOUSES AND MINICOMBOS

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from **JUST 4 JUMPING LLC**. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from **JUST 4 JUMPING** LLC before you begin use of the equipment.

<u>Supervision:</u> The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

<u>Age Groups:</u> Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable unit at the same time:

BOUNCER-- CHILDREN UP TO AGE 7: 10-12 WATER SLIDES--MAXIMUM 2 PEOPLE OF

CHILDREN AGES 8 – 12: 7-10 COMPARABLE WEIGHT,

INDIVIDUALS OVER 12: 5-7 HEIGHT, & SIZE

<u>Shoes/Glasses/Jewelry:</u> All riders MUST REMOVE SHOES, GLASSES, and ALL LOOSE JEWELRY before playing in the inflatable.

<u>Pre-existing Health Conditions:</u> Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps, or bouncing are not permitted in or on the inflatable unit at any time.

<u>Flipping/Wrestling/Piling:</u> Improper use of the inflatable includes flipping in the air, wrestling, and riders piling on themselves. Such activity may result in neck and back injuries to riders.

<u>Installation:</u> Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its corners back to its original location of installation. Keep the inflatable unit away from swimming pools and other sources of water at all times.

<u>Inclement Weather</u>: Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present), or severe cold weather (below 40 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

<u>Deflation:</u> Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off. Never allow riders in or on a partially inflated unit.

**Alterations:** No alteration in or attachments to the inflatable unit are allowed, period.

<u>General Misuse:</u> Do not allow riders to play or climb on walls, sides, or roof of inflatable. Do not allow the inflatable rub up against any surface. Unless previously authorized by **JUST 4 JUMPING** LLC, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

- 1. Spilled food, drink or the use of Silly String could result in a \$100-\$500 Cleaning Fee.
- 2. Negligence and damage to unit could result in a \$400-\$1000 Repair Fee.
- 3. If unit is not repairable, a fee of \$3500-\$7000 could result.