

808 BOUNCE LLC

808-366-6055

Rental Agreement

Customer Name: _____ Event Date: _____
 Delivery Address: _____ Event Time: _____
 City/State/Zip: _____ Delivery Time: _____ Pick-up Time: _____
 Phone #: _____

UNIT	PRICE
TAX	\$0.0472
TOTAL	

BOUNCER
 KITTY
 CLOWN FISH
 BEAR
 PLAIN
 SPIDER
 BUTTERFLY
 WATERSLIDE
 DRY SLIDE

NOTES

GRASS CONCRETE SAND

Blower ID Number: _____
 Generator ID Number: _____

Adult Supervision Required At All Times!

1. Cancellation Policy: A 10% non-refundable fee will be charged for any cancelled event 90% refund of total amount for a cancelled event. No refund available for the scheduled event on the event date. During conditions of severe weather conditions (high winds over 25 knots, rain, power outage, ect.) 808 BOUNCE LLC reserves the right to cancel your reservations and refunds will be returned by check/cash only.

2. Customer understands that injuries have happened using the rented bouncer/ waterslide and/or equipment, injuries will happen in the future and there is the potential for injury during use by the Customer and his/her guests. Customer assumes the risk of renting the arranged bouncer/ waterslide/ and/or equipment.

3. Customer shall be in sole charge of crowd control of the event at all times during bouncer/waterslide and/or equipment rental period and shall be responsible for damage and theft of the bouncer/waterslide and/or equipment during rental period. It is the customer's responsibility to share all the safety rules and regulation of the bouncer/waterslide and/or equipment with all people who will be attending and using the inflatable units. The customer must check the unit approximately twice and hour to make sure it is running smoothly and free of safety hazards or deficiencies.

4. 808 BOUNCE LLC, its officers, agents, assigns, employees, contractors, suppliers and/or vendors shall not be responsible for any claims of damages, including but not limited to personal injury and/or property damage, occurring to customers or any using party arising from the use of the rental equipment. Customer agrees to indemnify and hold harmless 808 BOUNCE LLC, its officers, agents, assigns, employees, contractors, suppliers and/or vendors from any and all claims for damages to person or to property and claims for loss, damage and/or theft arising out of the use of the equipment, and at its/his/her own expense to defend any suit or action brought against 808 BOUNCE LLC, its officers, agents, assigns, employees, contractors, suppliers and/or vendors founded upon the claim of such damage or loss or theft.

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Rental Agreement (CONT.)

5. Customer agrees to ensure that all participants remove shoes and/or sharp objects before using the bouncer/waterslide and/or equipment when applicable. Only compatible age groups and size shall play on the bouncer/ waterslide/ and/or equipment at the same time.

6. If equipment is returned in a damaged but repairable condition, customer shall be liable for the cost of such repairs and Customer assumes responsibility for the return of equipment in the same condition it was received. If equipment is returned in a destroyed or irreparable condition, customer shall be liable for full replacement value of each item.

7. Customer agrees to a \$50.00 cleanup fee per item if equipment or game(s) is excessively dirty upon pickup (i.e. candy, food, drinks, confetti, etc.).

8. Customer agrees to TURN OFF AUTOMATIC SPRINKLERS (if applicable). Please, DO NOT ALLOW SILLY STRING (or similar product), failure to do so requires a \$200.00 cleanup fee per item. These items can cause permanent discoloration and can remove the protective coating of the units.

9. 808 BOUNCE LLC or its contractors shall not be held responsible for unfavorable conditions (i.e. high winds above 25 knots, rain, electrical outages, etc.) and Customer is responsible to notify 808 BOUNCE LLC at least two hours before event start time in case of unforeseen circumstances (i.e. weather, power outages, etc.). If the conditions are within standards at the time of delivery we will give the customer the option to keep the unit or not. If you decide to keep the unit there will be **NO REFUND!**

10. Customer ensures a hardened, level area with no steps for delivery and set-up. Customer will not move the bouncer/waterslide and/or equipment from the place it was installed (except to place unit in a safe storage location during bad weather, or over night).

11. No pets, toys, buggy boards, foreign objects, etc. are allowed on any of 808 BOUNCE LLC inflatable units. The only authorized item is a personal flotation device (vest) for the water slide. Long hair should be tied back before entering the bouncer/waterslide and/or equipment.

12. All sales are final.

13. This agreement is valid for this and all future engagements.

I HAVE READ AND UNDERSTAND THIS RENTAL AGREEMENT

Dated this _____ day of _____, 2008.

Name: _____
Customer/Renter Print Name Customer/Renter Signature

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Release and Waiver of Liability

In consideration of being permitted to participate in any way in the provided bouncer/waterslide and/or equipment, I acknowledge, appreciate and expressly agree that:

- I fully understand and acknowledge the risks and dangers of serious injuries in my use of the provided ride, activities, and/or apparatus;
- I fully understand and acknowledge that my participation in such activities and/or use of a bouncer/waterslide and/or equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, heat stroke, heart attack, death or other ailments that could cause serious disability;
- I fully understand and acknowledge that these risks and dangers may be caused by the negligence of the owners, employees, officers or agents of 808 BOUNCE LLC, the negligence of the participants, the negligence of others, or by accidents, breaches of contract, the forces of nature, or other causes; and
- I fully understand and acknowledge that by my participation in these bouncer/waterslide and/or equipment, I hereby assume all risks and dangers and all responsibility for any losses and/or damages whether caused in whole or in part by the negligence or other conduct of the owners, agents, officers, employees of 808 BOUNCE LLC, or by any other person.
- I fully understand and acknowledge, for myself, my heirs and/or assigns, that by participating in this bouncer/waterslide and/or equipment, I am stating that I do not have **any** physical and/or mental condition, which would effect my ability to participate in this bouncer/waterslide and/or equipment, including but not limited to the following: back problems, heart conditions, pregnancy, epilepsy, motion sickness;
- I hereby expressly state that I am not, and will not be under the influence of drugs/alcohol or any ailment that can be aggravated by the use of this bouncer/waterslide/ and/or equipment;
- I knowingly, freely, and expressly assume any and all risks of injury, both known and unknown, associated with participation in the provided bouncer/waterslide and/or equipment, even if arising from the negligence of persons released from liability below;
- I knowingly and freely assume full responsibility for my participation in the use and enjoyment of the bouncer/waterslide and/or equipment;
- I knowingly understand this bouncer/waterslide and/or equipment, and any others provided, can be physically intense and usually results in the participant falling. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will stop the hazard immediately;

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Release and Waiver of Liability (CONT.)

• I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless from liability 808 BOUNCE LLC, 808 BOUNCE LLC suppliers/vendors/contractors, 808 BOUNCE LLC Renter's hosting organization(s), their officers, officials, agents and/or employees with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence of 808 BOUNCE LLC, its officers, officials, agents and/or employees and/or any of its affiliates identified herein or otherwise; and

• I understand and agree that this Release of Liability Agreement covers each and every bouncer/waterslide and/or equipment, in which I participate hereafter. I have read the forgoing **RELEASE AND WAIVER OF LIABILITY AGREEMENT**, which consists of a one page document and is located on the preceding page.

My signature below expressly acknowledges that I fully understand and agree to the terms contained in the forgoing **RELEASE AND WAIVER OF LIABILITY AGREEMENT**, and I understand that I have given up substantial rights by signing this document. As such, I hereby sign this **RELEASE AND WAIVER OF LIABILITY AGREEMENT** freely and voluntarily and without any inducement or duress.

APPROVED AND ACCEPTED:

Dated this _____ day of _____, 2008.

Name: _____
Customer/Renter Print Name Customer/Renter Signature

Address: _____
Street City State Zip

Phone: (____) _____

THANK YOU FOR YOUR BUSINESS
PAUL SAILOR
808 BOUNCE LLC
808-366-6055