

Kids Playhouse Rental Agreement



Agreement

Please carefully review and complete this contract.

Terms and Conditions

RULES FOR BOUNCE HOUSE & SOFT PLAY EQUIPMENT

- Children age 15 and under using this inflatable and soft play equipment must be supervised at all times by an adult.
- No standing or jumping is allowed on the step into the bounce house.
- No standing or jumping from the ball pits and soft play steps and climber set.
- Shoes must be removed before entering the bounce house and soft play area.
- No wrestling, flipping, hanging on supports, roughhousing, running, or any other type of activity besides jumping is allowed in the bounce house.
- No hanging from the netting on the sides or from the roof of the bounce house. A repair fee up to \$1,000 .00 will be imposed if the sides/roof is damaged.
- No jumping or bouncing against the columns and no climbing on the netting.
- No sharp objects, eyeglasses, jewelry, gum, food, drinks, Piñata's, or pets are allowed on the bounce house or soft play area.
- No confetti Balloons allowed on the Bounce house or playsets.
- No paint allowed - face painting.
- No Silly String Is allowed in or around the bounce house as it does irreparable damage.
- Anyone with head, back, neck, or any muscular-skeletal injuries or disabilities, pregnant women, children under 3 years of age, and others who may be susceptible to injury from falls bumps, or bouncing are not permitted in the unit at any time.
- Keep the unit away from heat and open flame at all times, material will burn or melt. If the inflatable begins to lose air, make your way to the exit immediately.
- Bounce house MUST be staked to the ground securely at all times to prevent tipping or injury. Do not use it if winds exceed 15mph - the bounce house can flip over in high winds. If high winds exist, exit the bounce house immediately and turn off the blower.
- Do not operate the bounce house when raining or if the ground is wet. Risk of serious injury due to slipping hazards and electric shock from the blower if wet conditions exist.

Children's safety depends on you. Your supervision is required. As the Lessee of the bounce house and soft play equipment, the safety of all who come in contact with the bounce house or parts thereof is YOUR responsibility. Do not exceed the recommended maximum capacity for each age group as stated.

3-5 Years: 8 | 6-8 Years: 6 | 9-12 Years: 4 | 13-15 Years: 3

Policies

Weather Policy: We reserve the right to cancel any reservations due to severe or imminent deterioration of weather conditions.

Cancellation Policy: A 24-hour notification of cancellation is required (except due to weather conditions).

Damage Waiver

Damage Waiver is NOT INSURANCE, Renter is responsible for any loss or damage to the Equipment and for their return in the same condition in which they were received, except for ordinary wear and tear. By accepting the Damage Waiver, however, Lessor agrees to waive Lessor's right to recover from Renter the amount of loss of or damage to the Equipment while in Renter's possession except that Renter will be responsible for the first \$100.00 on damage/replacement costs in those instances where the damage/replacement cost is greater than \$500.00. Renter agrees to immediately notify Lessor of any accident and promptly submit any applicable police reports. If Renter has applicable insurance, the Damage Waiver becomes secondary, and the Renter agrees to exercise all right available to the Renter under Renter's insurance coverage and assign all claims and proceeds from Renter's insurance coverage to Lessor. Notwithstanding the foregoing, Lessor's liability for loss of, or damage to, the Equipment will not be waived in the following circumstances:

1. Any item or part thereof which is not returned, irrespective of the reason, including theft.
 2. Careless or abusive operation or use of the Equipment. ALL PARTY RENTAL EQUIPMENT
 3. Use or operation of the Equipment exceeding its rated capacity.
 4. Damage resulting from failure to perform or pay for all normal periodic and other basic services and maintenance.
 5. Loss or damage caused by dishonesty of Renter's employee or family member or wrongful conversion by any person whom Renter allows possessing the Equipment.
 6. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer.
 7. Damage resulting from vandalism, malicious mischief, or intentional abuse.
 8. Damage to any accessories such as electric cords, fuel tanks, heating ducts, and similar items.
 9. Damage resulting from overturning.
 10. Damage resulting from self-pickup or return while in transit.
 11. Damage resulting from the use of the Equipment in violation of any terms of this Rental Contract.
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Release

In consideration of the services and or property provided, I, for myself and any minor children for which I am the parent, legal guardian, or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release, Kids Playhouse LLC its principals, directors; officers, agents, employees, and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorney's fees and legal costs should I bring legal action against you and lose.

Duty of Participants

It is recognized that some recreational activities conducted by Kids Playhouse LLC are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act reasonably prudent when engaging in the recreational activities offered by Kids Playhouse LLC", referred to hereafter as Kids Playhouse LLC. I hereby covenant and agree not to condone, initiate or take part in

(a) any act which shall interfere with the running or operation of this rental when such activities conform to the rules and regulations of the State of "STATE".

(b) any use of Kids Playhouse LLC equipment or facilities or services if I do not have the ability to use such facilities, equipment, or services safely with instructions until I have requested and received sufficient instruction to permit safe usage.

(c) or engage in any harmful conduct or willfully, or negligently engage In any type of conduct which contributes to or causes injury to any one person.

(d) or to embark on any self-initiated activity without first informing Kids Playhouse LLC in written form of my intentions or receiving in writing permission from Kids Playhouse LLC to engage in such self-initiated activity.

(e) the use of the equipment while under the influence of alcohol and or drugs or other intoxicating substances.

(f) the use of the equipment by participants over the age of 15 unless the equipment is specifically designed for adults. (g) the use of the equipment by both children and adults at the same time. (Adults are defined for this insurance as participants over the age of 15).

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I acknowledge and understand that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or spectators or other third-parties. I, being aware that this activity entails risk or injuries to myself and risk or injury to spectators or third parties as a result of my actions, expressly agree, covenant, and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or my property arising from participation in this activity. I also agree to pay for any damages caused by others (including attorneys' fees or costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate and I elect to participate despite the known and unknown risks.

Acknowledgement of Responsibility of Equipment

I acknowledge that if any rented items or equipment are returned to Kids Playhouse LLC in a damaged or destroyed condition, or if any such items are not returned to Kids Playhouse LLC for any reason I shall pay Kids Playhouse LLC the full monetary value of the missing or damaged items in addition to the accrued total rental amount. If an inflatable is torn, punctured, or damaged by unnecessary rough usage, unsupervised action(s), or by any means whatsoever notwithstanding normal wear and tear I agree to pay Kids Playhouse LLC the estimated costs of repair to such equipment.

Waiver Liability

WAIVER AND RELEASE OF LIABILITY IN CONSIDERATION OF the risk of injury that exists while participating in BOUNCY HOUSE RENTAL (hereinafter the "Activity"); and IN CONSIDERATION OF my desire to participate in said Activity and being given the right to participate in same; I HEREBY, for myself, my heirs, executors, administrators, assigns, or personal representatives (hereinafter collectively, "Releasor," "I" or "me", which terms shall also include Releasor's parents or guardian if Releasor is under 18 years of age), knowingly and voluntarily enter into this WAIVER AND RELEASE OF LIABILITY and hereby waive any and all rights, claims or causes of action of any kind arising out of my participation in the Activity; and I HEREBY release and forever discharge KIDS PLAYHOUSE LLC, their affiliates, managers, members, agents, attorneys, staff, volunteers, heirs, representatives, predecessors, successors and assigns (collectively "Releasees"), from any physical or psychological injury that I may suffer as a direct result of my participation in the aforementioned Activity. I AM VOLUNTARILY PARTICIPATING IN THE AFOREMENTIONED ACTIVITY AND I AM PARTICIPATING IN THE ACTIVITY ENTIRELY AT MY OWN RISK. I AM AWARE OF THE RISKS ASSOCIATED WITH PARTICIPATING IN THIS ACTIVITY, WHICH MAY INCLUDE, BUT ARE NOT LIMITED TO: PHYSICAL OR PSYCHOLOGICAL INJURY, PAIN, SUFFERING, ILLNESS, DISFIGUREMENT, TEMPORARY OR PERMANENT DISABILITY (INCLUDING PARALYSIS), ECONOMIC OR EMOTIONAL LOSS, AND DEATH. I UNDERSTAND THAT THESE INJURIES OR OUTCOMES MAY ARISE FROM MY OWN OR OTHERS' NEGLIGENCE, CONDITIONS RELATED TO TRAVEL TO AND FROM THE ACTIVITY, OR FROM CONDITIONS AT THE ACTIVITY LOCATION(S). NONETHELESS, I ASSUME ALL RELATED RISKS, BOTH KNOWN AND UNKNOWN TO ME, OF MY PARTICIPATION IN THIS ACTIVITY. I FURTHER AGREE to indemnify, defend and hold harmless the Releasees against any and all claims, suits or actions of any kind whatsoever for liability, damages, compensation or otherwise brought by me or anyone on my behalf, including attorney's fees and any related costs. I FURTHER ACKNOWLEDGE that Releasees are not responsible for errors, omissions, acts or failures to act of any party or entity conducting a specific event or activity on behalf of Releasees. Kids Playhouse LLC official or agent, regarding my approval to participate in the Activity. I HEREBY ACKNOWLEDGE THAT I HAVE CAREFULLY READ THIS "WAIVER AND RELEASE" AND FULLY UNDERSTAND THAT IT IS A RELEASE OF LIABILITY. I EXPRESSLY AGREE TO RELEASE AND DISCHARGE Kids Playhouse LLC AND ALL OF ITS AFFILIATES, MANAGERS, MEMBERS, AGENTS, ATTORNEYS, STAFF, VOLUNTEERS, HEIRS, REPRESENTATIVES, PREDECESSORS, SUCCESSORS AND ASSIGNS, FROM ANY AND ALL CLAIMS OR CAUSES OF ACTION AND I AGREE TO VOLUNTARILY GIVE UP OR WAIVE ANY RIGHT THAT I OTHERWISE HAVE TO BRING A LEGAL ACTION AGAINST Kids Playhouse LLC FOR PERSONAL INJURY OR PROPERTY DAMAGE. To the extent that statute or case law does not prohibit releases for ordinary negligence, this release is also for such negligence on the part of Kids Playhouse LLC, its agents, and employees. I agree that this Release shall be governed for all purposes by North Carolina law, without regard to any conflict of law principles. This Release supersedes any and all previous oral or written promises or other agreements.

Entire Agreement

I understand that this is the entire agreement between me and Kids Playhouse LLC its agents, or employees and that it cannot be modified or changed in any way by the representations or statements of any employees of Kids Playhouse LLC or by me. My signature below indicates that I have read this entire document and agree to be bound by its terms.

Client Print Name:

Owner Print Name:

Client Signature:

Owner Signature:

Date: _____

Date: _____