RENTAL CONTRACT

RENTAL AGREEMENT & RELEASE
(Acknowledgment of Risk)

Rental Unit(s): ___________________________ Date of Rental: __________

Lessee Name ____________________________________________________

Phone #: (____) ______ - _______

Amount of Non-refundable Deposit Required is $100.

Date of Event: ________________

Amount Due at time of the Event: $________

Event Address: _____________________________________________________
_________________________________________________________________

I understand and acknowledge that the activity to be engaged with the rental of an inflatable unit(s) interactive amusement device, bring with it both known and unanticipated risks to myself and/or guests and/or participators. Those risks include but are not limited to falling, slipping, crashing, and colliding and could result in injury, illness, emotional distress, death, or property damage to myself and my guests and/or participators.

**HARMLESS PROVISIONS:**

Lessee agrees to indemnify and hold harmless lessor from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lessor from injuries or damages incurred as a result of the use of said equipment unless lessor is operating the equipment and is deemed by a court of law to be negligent in its actions. Lessor cannot under any circumstances be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless lessor from any loss, damage, theft, or destruction of the equipment during the term of the contract and any extension thereof.
DUTY TO MITIGATE:
In the event of injury, damage, or loss due to lessor’s negligence, lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or loss.

DISCLAIMER OF CONSEQUENTIAL DAMAGES:
By signing this contract, lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to lessor’s negligence.

DISCLAIMER OF WARRANTIES:
Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by lessee from lessor. By signing this contract, lessee agrees that any warranty of merchantability or fitness for a particular purpose are hereby disclaimed. By signing this contract, lessee agrees that no expressed warranty as to the condition or performance of any equipment and/or property leased by lessee is hereby disclaimed. Lessee understands that the only warranties pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property, which lessee has received a copy of.

MERGER CLAUSE:
This signed Agreement in conjunction with the signed instruction manual and signed reservation form contains the entire agreement between lessor and lessee. No amendment, whether from previous or subsequent negotiations between the lessee and the lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provisions of this Agreement shall not affect the other provisions hereof.

Lessee/customer Signature__________________________________________________________

Date________________________

Printed Name______________________________________________________________

DELIVERY:
The lessee/customer grants the right and has the right, to grant Party Blasters LLC to enter said property for the delivery and use of equipment at the approximate specified times.
Rentals cannot be on hard surfaces such as concrete or asphalt due to possible injury to person and damage to equipment.

Party Blasters LLC reserves the right not to perform outdoor engagements when, in Party Blasters LLC, weather conditions would be detrimental to the equipment and/or safety concerns for the Lessee. This includes but is not limited to wind, rain, or mud. A suitable indoor location should be reserved as an alternative site in the event of poor weather conditions.
If weather is questionable Party Blasters LLC will be in contact with lessee prior to event. Deposit will be refunded if lessee is made to cancel by Party Blasters LLC due to weather conditions.
**RENTAL UNIT(S) DAMAGES:**
Party Blasters LLC will inflate and deflate the equipment prior to use and after use. Equipment will be inspected prior to deflation.

**HOMEOWNERS’ INSURANCE:**
I acknowledge that I have adequate homeowners’ insurance, tenants insurance, or other liability insurance to cover any bodily injury or property damage which may occur to me, my guests and or participants for the use of the unit(s) I am renting. If not lessee assumes all responsibility in the event of any such injury, damage, or loss due to lessor’s negligence, lessee agrees and assumes the duty to be responsible for costs resulting from said injury, damage or loss.

**RULES & SUPERVISION:**
Participators must be supervised at ALL times. Please go over all rules to participators before using the inflatable unit.
The lessee/customer agrees to supervise both the equipment and its use at all times said the equipment is in the possession of the lessee/customer. The customer/lessee assumes the role of operator while unit is in their possession.
Safety Rules and Code of Conduct which applies to the use of any and all Party Blasters LLC rental units which I agree to follow and utilize. Lessee is responsible for enforcing rules and code of conduct provided.
The operator/lessee is responsible for ensuring that the size and number of persons entering the inflatable does not exceed the manufacturer maximum occupancy.
Lessee agrees to have at least 1 person of average strength per inflatable at all times. Operator will be responsible for the operation of the rented units. Instructions for safety and operation will be reviewed at time of setup.
- **SHOES ARE REQUIRED! _____**
- You can bump someone at any time, OTHER THAN when they are already on the ground. _____
- "NO BULL CHARGING" or leading with the head. _____
- NO intentional contact with shoes or feet to the bubbles. _____
- NO intentional contact with another player with anything other than your bubble. _____
- NO cleats or shoes with sharp points, edges, buckles, or straps. _____
- No alcohol is to be consumed while playing bubble soccer. _____
- No sharp objects inside of the bubble (all jewelry must be taken off). _____
- No intentional action which may cause damage to the bubbles. _____
Lessee/Customer/Operator Signature________________________________________

Date_______

Printed Name__________________________________________________________

I agree to accept for use “as is” the inflatable unit(s) listed on my Rental Agreement, I agree to accept full responsibility for the care of all equipment while it is in my possession.

FULL PAYMENT IS DUE AT TIME OF EVENT!
I acknowledge and certify that I have had sufficient opportunity to read all 4 pages of this entire document, in which I understand its content and I execute it freely, intelligently and without duress of any kind and agree to be bound by its items and/or terms.

Lessee/Customer/Operator

Signature___________________________________________ Date_______

Printed Name__________________________________________________________