



**RENTAL AGREEMENT & LIABILITY WAIVER**

EVENT DATE: \_\_\_\_\_ UNIT: \_\_\_\_\_

UNIT: \_\_\_\_\_

**CUSTOMER INFORMATION**

**EVENT INFORMATION**

Name: \_\_\_\_\_ Date: \_\_\_\_\_ Address: \_\_\_\_\_  
Phone: \_\_\_\_\_ Phone: \_\_\_\_\_

It is the responsibility of the person or organization hiring this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to this inflatable. Please ensure that the following Safety Instructions are followed:

1. Absolutely NO SAND, SILLY STRING or FACE PAINT in or around inflatable. There is a minimum cleaning fee of \$75.00 if sand or silly string is found in bounce house.
2. NO food, drink or chewing gum in or around the inflatable. This will avoid a choking risk and keep the unit clean. (Please note, if the inflatable is collected in a dirty condition then the person hiring it will incur a minimum cleaning charge of \$75.00).
3. SHOES , glasses, jewelry, badges and anything else that will harm the inflatable MUST be removed before using the inflatable to avoid injury to people using the equipment and harm to the inflatable.
4. NO face paints, party poppers, colored streamers or silly string to be used either on or near the inflatable (Please note, these products will cause damage to the inflatable that cannot be repaired)
5. NO smoking on or around the inflatable. NO barbeques around the inflatable.
6. NO climbing, hanging or sitting on walls as it is dangerous and must not be allowed. Flips and somersaults are not permitted.
7. A RESPONSIBLE ADULT MUST SUPERVISE THE INFLATABLE AT ALL TIMES.

damages claimed by customer to the total paid to Blue Line Bounce LLC. for the rental.3. Customer agrees to the right for Blue Line Bounce LLC. to enter premises of customer at any time to repossess said equipment.4. Customer agrees to reimburse Blue Line Bounce LLC. for all attorney fees, an amount not less than 50% of all sums due, court costs and expenses incurred by Blue Line Bounce LLC. to enforce collection or to preserve or enforce rights under this contract.5. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.6. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.7. If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay \$2,500.00 - \$6,500 (Two Thousand Five Hundred Dollars – Six Thousand Five Hundred Dollars), the cost to replace said equipment, to Blue Line LLC. 8. Customer agrees to ensure that all users and user's parents/guardians of the rental equipment sign liability waivers.9.

THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED.

The person(s) or organization renting this equipment from Blue Line LLC. will be held responsible and liable for any and all damages or injury occurring for any reason whatsoever. I have read the above waiver and fully understand and accept the conditions as stated above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur. Customer acknowledges and agrees that should any paragraph or provision violate the law and is unenforceable, the rest of the agreement will be valid.

HOLD HARMLESS PROVISION- LESSEE AGREES TO INDEMNIFY AND HOLD LESSOR HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, SUITS, PROCEEDING COSTS, EXPENSES, DAMAGES AND LIABILITIES INCLUDING REASONABLE ATTORNEY'S FEES ARISING BY REASON OF INJURY, DAMAGE OR DEATH TO PERSONS OR PROPERTY, IN CONNECTION WITH OR RESULTING FROM THE USE OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO, THE MANUFACTURE, SELECTION, DELIVERY, POSSESSION, USE, OPERATION, OR RETURN OF THE EQUIPMENT INCLUDING BUT NOT LIMITED TO 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. THIS RELEASE IS INTENDED TO DISCHARGE LESSOR FROM ALL LIABILITY FOR ANY INJURY TO ANY AND ALL PERSON(S) AND ALL PROPERTY CONNECTED WITH THE LEASE OF THE PROPERTY SPECIFIED HEREIN. THIS INCLUDES, BUT IS NOT LIMITED TO, PROPERTY DAMAGE, LOSS OF USE OF PROPERTY, PHYSICAL INJURY, DEATH, ENJOYMENT OF LIFE, LOSS OF PROFITS, INJURY TO GOODWILL, INJURY TO REPUTATION AND ALL OTHER FORMS OF CONSEQUENTIAL INJURY AND DAMAGE, REGARDLESS OF HOW SUCH INJURY OR DAMAGE IS CALLED OR CHARACTERIZED. LESSEE WAIVES ALL RIGHTS TO SUE BLUE LINE BOUNCE LLC, ITS EMPLOYEES, AND AGENTS FOR ANY INJURY A CHILD OR ADULT MAY SUFFER DUE TO NEGLIGENCE OR ANY OTHER CAUSE. LESSEE SHALL BE IN FULL CHARGE OF THE SAFE USE AND OPERATION OF THE PROPERTY LEASED HEREIN AND PROMISE AND AGREE TO INDEMNIFY AND HOLD LESSOR INCLUDING ITS AGENTS, SERVANTS, EMPLOYEES, OFFICERS, DIRECTORS, AND SHAREHOLDERS HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, DEMANDS, EXPENSES, AND LIABILITIES ARISING, OR WHICH MAY ARISE, FROM THE USE AND OPERATION OF THE PROPERTY LEASED HEREIN. 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 OF A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED. BY SIGNING THIS CONTRACT, LESSEE AGREES THAT NO EXPRESS WARRANTY AS TO THE CONDITION OR PERFORMANCE OF ANY EQUIPMENT AND/OR PROPERTY LEASED BY LESSEE IS HEREBY DISCLAIMED. MERGER CLAUSE- THIS SIGNED CONTRACT ENCOMPASSES THE ENTIRE AGREEMENT BETWEEN THE LESSOR AND THE 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 OF ANY PARTICULAR PROVISION OF THIS AGREEMENT SHALL NOT AFFECT THE OTHER PROVISIONS HEREOF.

8. ALWAYS ensure that the inflatable is not overcrowded, and limit numbers according to the age and size of children using it. Try to avoid large and small children from using it at the same time.

9. ENSURE children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.

10. NO pets, toys or sharp instruments on the inflatable at any time.

11. DO NOT allow anyone to bounce on the front safety step as this is dangerous.

12. PLEASE ensure that children are clothed appropriately and that nothing can fall out of their pockets. \*In the event the blower stops working and the inflatable begins to deflate, ensure all children are out of the inflatable immediately. Check cord connection and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off then switch back on in 1 or 2 minutes, it should restart. If it does not, contact (315) 741-6492 immediately. In the event of rain or winds in excess of 20 mph deflate immediately.

I AGREE to accept for use as is, the unit listed on this form and to accept full responsibility for the care of all equipment while it is my possession. I agree to pay full retail value of any equipment rented under this agreement that I do not return. I agree to pay extra rental fees for any equipment returned late. I agree to return all rental equipment by the agreed upon time and date in a clean condition to avoid any additional charge. There will be a minimum cleaning fee of \$75 if inflatable is found to be in an excessively dirty condition. I agree to follow all rules stated on this agreement.

\*\*This IS NOT and OVERNIGHT RENTAL

. There is an additional fee for overnight rentals. Customer agrees that delivery may vary from designation times indicated on agreement, due to unavoidable circumstances beyond lessor's control.

Date: \_\_\_\_\_

\_\_\_\_\_ Print Name

Start Time: \_\_\_\_\_

\_\_\_\_\_ End Time: \_\_\_\_\_

Signature

#### LIABILITY DISCLAIMER

1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and tear expected) 2. Customer assumes ALL responsibility for injuries to persons or damages to property, and agrees to release and hold Blue Line Bounce LLC, its agents, servants and employees, harmless of any and all claims whatsoever nature arising out of use of the rental equipment while in his/her possession. In the event that the release and hold harmless, as contained herein, is held unenforceable for any reason, customer hereby agrees to a limit on any