

Entertainment Equipment Agreement, Waiver and Release of Liability

Inflatable and Equipment Rental Agreement between **Notary Near Me LLC**, Alexander, Arkansas herein called, "Lessor," and the undersigned, herein called, "Participant" This agreement also constitutes a Waiver and Release of Liability, whereby the Participant agrees to release, discharge, hold harmless, defend and indemnify Notary Near Me LLC and its owners, agents, officers and employees from any and all claims, actions or losses for bodily injury, property damage, wrongful death, loss of services or otherwise which may arise out of Participant's use of Entertainment Equipment, premises or facilities or Participant's participation in entertainment equipment activities. By signing this document, Participant acknowledges he/she/they specifically understands he/she/they (Participant) is releasing, discharging and waiving any claims or actions that participant may have at the present time, or in the future, for the negligent acts, omissions or other conduct by the owners, agents, officers or employees of Notary Near Me LLC.

- Participant shall obey all state, federal and local laws, ordinances and lawful directives from appropriate emergency or law enforcement personnel, while operating or renting inflatables/rock wall and equipment from Notary Near Me LLC. Participant is solely responsible for any citation or violation occurring during the use of, or as the result of using, inflatables or equipment from Notary Near Me LLC.
- Participant represents that he/she/they is/are capable of safely operating and handling the Equipment and finds it in good working order, condition and repair. Participant represents that he/she/they has/have adequate skills, knowledge, and experience to safely complete the planned activity and that adequate preparations have been made to ensure safe operation of the equipment.
- Participant shall bear all risk and responsibility of and for any and all damage, loss or theft of the rental Equipment, or any portions thereof, including, but not limited to vandalism or theft, and shall pay the Lessor (Notary Near Me LLC) the full cost of replacement.
- Participant shall return equipment in the condition in which it was received. Minimum charges for replacement, labor and cleaning will be applied in the event equipment require repair or excessive cleaning. Participant agrees to use all equipment for its designed purpose only.

RECOGNITION OF RISK: Participant expressly acknowledges that bouncing, sliding, and jumping activities with inherent risks of injury to persons and property. PARTICIPANT IS AWARE OF THOSE RISKS AND UNDERSTANDS THEM. Participant alone has determined the sufficiency of any safety gear or other precautions that Participant decides to take to minimize the risks of the activity. No party related to Lessor, including Owner and Employees, has made any representations regarding the safety of, or the risks of, the activity. PARTICIPANT EXPRESSLY ASSUMES THE RISKS OF THE ACTIVITY.

RELEASE OF LIABILITY: Participant hereby RELEASES Lessor (Notary Near Me LLC), its owners and its employees from liability for negligence and HOLDS HARMLESS the Lessor, its owner and its employees from any loss, expense or cost, including attorney fees, arising out of any damages or injuries, whether to persons or property, occurring as a result of the rental or use of said equipment. Participant agrees to hold full and sole responsibility in ensuring the safe operation of entertainment equipment, to follow any safety rules suggested/posted/verbally given, and to supervise the product rented and any and all participants. Participant understands and acknowledges that any activity in connection to products brings both known and unanticipated risks that could result in property damage, physical or emotional injury, paralysis, death or other damage or injury to participants. Participant agrees to release, forever discharge and hold harmless Notary Near Me LLC, including its officers, employees, subcontractors, and or agents from any injury, damages, or claims that result from participant negligence including injuries, claims, or damages asserted by participant's guests, invitees or third parties. Participant agrees to report any damages, injury or claim to Notary Near Me LLC within 2 days of the reservation date; failure to do so will result in negligence from participant and release of any liability or responsibility from Notary Near Me LLC.

This agreement constitutes the entire agreement between Lessor and Participant and no term may be waived or modified (including provision against oral modification) except in writing signed by both parties. There are no warranties, expressed or implied, by Lessor to Participant, except as contained herein, and Lessor shall not be liable for any loss or injury to Participant nor to anyone else, of any kind or however caused. This agreement is one of bailment only and Participant is not Lessor's agent while using said Equipment. The laws of the State of Arkansas shall govern this agreement.

NON COMPLIANCE WITH THE ABOVE AGREEMENT MAY RESULT IN CHARGES FOR LOSS OR DAMAGE.

By signing below I agree that I have read and accept this waiver, I confirm that I am of the Age of Majority and that I have read and understood this Agreement and agree that this Agreement will be binding upon my executors, administrators and successors. I certify that the information I have provided on my enrollment form is correct.

Participant Form

Participant Name _____

Participant Mailing Address _____

Participant's Email Address _____

Participant's Phone Number _____

Participant's Date of Birth _____

Date of Event _____

Date to Return Equipment _____

I _____ the participant/host have read the rules and agree _____
(Print Name) (Sign & Date)

Rules of Use

Before Setting Up:

Make sure all supplies rented are in possession. If not, contact us immediately to avoid being charged for rented items not returned.

Pay attention to how the items are folded and placed in their container when you receive them because that is how you need to package them back up before returning them.

The signed Participant is the only allowed party to utilize the rented entertainment equipment. Equipment cannot be borrowed out or subleased out from the Participant.

Weather Policy:

During periods of severe or unfavorable weather conditions arising out of but not limited to rain, hail, lightning, high winds (over 18 mpg), intense heat, flooding, and fire, the products must be evacuated immediately and electricity must be turned off. Notary Near Me LLC reserves the right to cancel the reservation and/or end the rental term at any given time during unfavorable weather conditions.

Setting Up:

MANDATORY: Tarp is REQUIRED to be under the inflatable regardless of the surface. MAKE SURE TO REMOVE PET FECES/URINE FROM AREA BEFORE USE. (Keep all animals away from the rental unit. Any damages or animal feces/urine will be the responsibility of the renter/participant to pay for repairs/replacements.

Peg the inflatable to the ground (or use sandbags/weights on paved surfaces) because the items may shift while in use. (Not provided, hammer for the pegs, or weights for paved surfaces)

Obey weight limits:

- Sunny & Fun, Red & Blue Bounce House: 400 pounds
- Little Tikes, Red Blue & Yellow Bound House: 250 pounds

Children (12 and under) and adults cannot participate/jump/etc at the same time.

Ensure an adult is monitoring children on the inflatables at all times to maintain safety and weight limit.

IMPORTANT: Participant (renter) is responsible for all damages to unit and any cleaning charges (\$25-\$150) due to misuse, or any charges to replace any irreparable units.

- DO NOT USE face paint, markers, paint, dye, chalk, play-doh, slime, gel blasters, Orbeez, water guns, water hoses, fireworks, food, gum, candy, drinks, confetti, mud, glitter, silly string, balloons, markers, inside or near any inflatables.
- A flat rate of \$500 is applied if any silly string or dye of any kind is found on the unit. Silly string and dye causes irreversible damage to any inflatable, resulting in the need for the entire unit to be replaced. PLEASE NO SILLY STRING OR ANY KIND OF DYE PRODUCTS NEAR/ON THE INFLATABLE.

Closing Down:

While inflatables are still erect, sweep out or wipe down (with water only) the equipment.

Equipment must be completely dried out before repackaging THE WAY YOU FOUND IT PACKAGED and returning.

I _____ the participant/host have read the rules and agree _____
(Print Name) (Sign & Date)