



## Rental Agreement & Liability Waiver

|                |                                                    |
|----------------|----------------------------------------------------|
| Rental Date:   | Start Time:                                        |
| Lessee Name:   | Ending Time:                                       |
| Phone Number:  | Unit Type:                                         |
| Event Address: | Balance Due :<br><br>\$ _____ Total (Tax Included) |

This Rental Agreement is made and entered this \_\_\_\_\_ day of \_\_\_\_\_ 2017 by and between the undersigned Lessee and Big Air Amusements LLC. Lessee and Big Air Amusements LLC have mutually agreed that this Rental Agreement shall be subject to the information contained in this contract.

**PARTIES:** The Lessee hereby engages Big Air Amusements LLC who agrees to furnish the items described below upon the terms and conditions set forth herein.

**PAYMENT:** Full payment is due upon arrival at event, in the name of Big Air Amusements LLC

**DELIVERY AND TRANSPORTATION:** Except as otherwise provided herein, all charges in delivering and picking up of the unit to and from event address specified above are included in the Rental Fee noted above. The reserved Unit shall be delivered no later than 15 minutes before the requested start time unless both parties agree upon other arrangements. Lessor shall not be responsible for any claims or damages in the event that the Unit is delivered earlier than the Start Time.

Big Air Amusements LLC reserves the right not to perform outdoor engagements when, in Big Air Amusements LLC judgment, weather conditions or unsafe ground conditions would be detrimental to the equipment and/or safety concerns for Lessee. This includes but is not limited to wind, rain or mud. The Lessee will not be charged and deposit will be returned if event is cancelled due to weather conditions. A representative from Big Air Amusements LLC will contact the Lessee prior to delivering the equipment if the weather is questionable. Once the Unit arrives at the event, payment is due and not refundable.

\_\_\_\_\_ Initials

**RULES TO FOLLOW DURING OPERATION:** The Lessee must have at least 1 adult operator per inflatable at all times. This person (operator) will be responsible for operation of the Unit. Lessee is responsible for enforcing and posting the below listed rules. These rules will also be reviewed at the time of setup and by signing this contract, the Lessee agrees that they understand all of the rules outlined below.

1. All occupants must remove their shoes, glasses and other sharp objects before entering Unit.
2. All occupants must be assisted when entering and exiting the Unit.
3. No climbing, hanging or pulling on the nets, sides, top, or back of the Unit
4. No roughhousing or horseplay in, on or around the Unit.
5. To avoid neck and back injuries, flips are not allowed in the Unit.
6. No silly string, gum, candy, drinks, food, cigarettes, confetti, or any other substances are allowed in the Unit.
7. One person on the slide at a time. Riders must go down the slide feet first.
8. Only participants of compatible ages and sizes shall play in the Unit at the same time. The maximum number of participants of each group that should play in the Unit at one time shall be as follows:

| <u>UNIT</u>         | <u>CHILDREN UNDER 7</u> | <u>CHILDREN 7 to 12</u> | <u>OLDER TEENS</u> | <u>MIN HEIGHT</u> | <u>MAX HEIGHT</u> | <u>MAX WEIGHT</u> |
|---------------------|-------------------------|-------------------------|--------------------|-------------------|-------------------|-------------------|
| <b>CASTLE</b>       | 6                       | 6                       | 5                  | 36"               | 60"               | 150 lbs           |
| <b>EZ HOT AIR</b>   | 5                       | 5                       | 4                  | 36"               | 60"               | 120 lbs           |
| <b>FUN TROPICAL</b> | 5                       | 5                       | 4                  | 36"               | 60"               | 120 lbs           |
| <b>SLIDE</b>        | 1                       | 1                       | 1                  | 36"               | 60"               | 120 lbs           |

**\*\*\*ADULT SUPERVISION IS ABSOLUTELY REQUIRED WHEN PARTICIPANTS ARE IN THE UNIT. THE LESSEE SHALL BE SOLELY RESPONSIBLE FOR THE SUPERVISION OF THE PARTICIPANTS WHILE THEY ARE IN THE UNIT. AS THE LESSEE OF THE UNIT, THE SAFETY OF ALL THE PARTICIPANTS SHALL BE THE LESSEE'S SOLE RESPONSIBILITY, AND BIG AIR AMUSEMENTS LLC NOR ANY AGENT OR REPRESENTATIVE FROM BIG AIR AMUSEMENTS LLC, SHALL HAVE ANY RESPONSIBILITY TO SUPERVISE THE UNIT WHILE IT IS IN USE. AT NO TIME SHOULD THE UNIT BE LEFT UNATTENDED\*\*\***

The Unit shall not be moved from the location of installation. In the event that the Unit has accidentally moved, remove all participants from the Unit and move the Unit back to the location of installation. In no event shall the Unit be removed from the address specified above.

Participants shall be kept away from the blower(s) used to inflate the Unit. In the event that the blower is accidentally turned off, remove all participants from the Unit and turn on the blower. Do not allow the participants to re-enter the Unit until the Unit has been fully inflated.

**NEGLIGENCE OR ABUSE:** The Lessee agrees to be responsible for any damage to Big Air Amusements LLC Rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but are estimated below:

- \$100-\$500 for cleaning fees OR repairs
- \$3000 if the Unit is not repairable

\_\_\_\_\_ Initials

**HOLD HARMLESS PROVISION:** Lessee agrees to indemnify and hold Big Air Amusements LLC, as well as any owner, principals, agents or representative of Big Air Amusements LLC, 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. Lessee hereby releases and holds harmless Big Air Amusements LLC, as well as any owners, principals, agents or representative of Big Air Amusements LLC, from injuries or damages incurred as a result of the use of said equipment unless Big Air Amusements LLC is operating the equipment and is deemed by a court of law to be negligent in its actions. Big Air Amusements LLC, as well as any owner, principals, agents or representative of Big Air Amusements LLC 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 Big Air Amusements LLC, as well as any owners, principals, agents or representative of Big Air Amusements LLC, from any injury, loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

**DUTY TO MITIGATE:** In the event of injury, damage or loss, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damages or loss.

**DISCLAIMER OF DAMAGES:** By signing this contract, Lessee agrees to forego seeking any consequential, incidental or punitive damages in the event of injury, damage or loss attributable to Big Air Amusements LLC negligence.

**DISCLAIMER OF WARRANTIES:** Big Air Amusements LLC makes no warranties either expressed or implied as to the condition of performance of any equipment leased by Lessee from Big Air Amusements LLC. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment is that which is stated on the instruction manual for said equipment.

**MERGER CLAUSE:** This signed Agreement contains the entire agreement between Big Air Amusements LLC and Lessee. No amendment, whether from previous or subsequent negotiations between Big Air Amusements LLC and the Lessee, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof. The Lessee hereby affirms that it has not relied upon any oral or written statements made by Big Air Amusements LLC, when entering into this contract and which are not expressly contained herein.

**\*\*\*Please note that in the event of an emergency or problem with equipment, it is up to the Lessee to contact Big Air Amusements LLC at **201-400-9891** immediately in order to resolve the problem. If Lessee fails to contact us, Big Air Amusements LLC will not be responsible for any refunds.**

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Lessee Signature

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Lessor, Big Air Amusements LLC