

TERMS OF RENTAL AGREEMENT / RELEASE AND ASSUMPTION OF RISK

- I. LESSOR: Hump Enterprises, LLC
- II. LESSEE: Person renting the equipment
- III. **GENERAL RULES:** The Lessee is fully responsible for operation after receiving unit. Lessee agrees to supervise both the equipment and its use at all times said equipment is in the possession of the Lessee.
1. A responsible **ADULT** must supervise and operate the inflatable and equipment at all times.
 2. Participants must **not** be allowed to play on the step or front apron of any inflatable devices.
 3. All participants must **remove** shoes, jewelry, eyeglasses, or any other hard objects that could cause injury to other participants or to the inflatable itself.
 4. Absolutely **NO** food, drink, gum, candy, **SILLY STRING**, solvents, sticky substances, or **PETS** inside or on the inflatable.
 5. **NO** flipping, running, pushing, wrestling, climbing the net wall or any other aggressive behavior that could injure other participants at any time. Do **not** let participants bounce against the sides or entrance.
 6. Only participants of compatible age and size shall be in the inflatable at the same time. Mixing participants of different sizes will greatly increase the risk of injury. Maximum capacity for the inflatable is displayed on unit. If not displayed for some reason, please contact us to obtain.
 7. In the event winds exceed fifteen (15) miles per hour (mph), lightning occurs, or if it starts raining, turn the motor off after the participants exit. Unplug the motor and extension cord from the power outlet, and wait for the weather to subside.
 8. Should the blower stop for any reason, instruct all participants to exit the unit calmly. Reset the circuit breaker and ensure that the blower is on a dedicated circuit. Clear any debris away from the blower intake prior to turning the blower on.
- IV. **REFUND/CANCELLATION POLICY:** The Lessee acknowledges that no refund shall be granted for any reason.
- V. **RELEASE AND ASSUMPTION OF RISK:** The Lessee understands and acknowledges that the activity to be engaged in through my rental of an interactive amusement game(s) and/or other equipment such as jump houses, brings with it both known and unanticipated risk to its guest, its invitees and itself. **Those risk include, but are not limited to falling, slipping, crashing and colliding, which could result in injury, illness, disease, emotional distress, death and/or property damage to myself or my guest and invitees.**
- VI. **LIABILITY RELEASE:** The Lessee voluntarily releases, indemnifies, and agrees to hold harmless and discharges Lessor, from any and all liability claims, demands, actions or rights of actions, whether personal to itself or to a third party, which are related to arise out of or are in any way connected with the rental of the interactive inflatable unit including those allegedly attributable to negligent acts or omissions. The Lessee agrees to reimburse any reasonable attorney's fees and cost, which may be incurred by Lessor in the defense of any such liability claim, demand, action or right of action.
- VII. **CARE OF RENTAL EQUIPMENT:** The Lessee shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment. Lessee shall be liable to Lessor for any and all damage, which is not "ordinary wear and tear" in an amount equal to the replacement value listed on the front of this agreement. **Damage which is not "ordinary wear and tear" include, but is not limited to, cutting or tearing of vinyl or netting, ripping or tearing of handles or hoses, removal or adjustments of liners, flooding with water or any liquid or substance, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, contamination of or dirtying of rental equipment with non-approved items such as chemicals, food, paint, silly string, mud, clay, or other materials.** Should equipment picked-up by Lessor needs to be **cleaned, repaired, and / or replaced due to damages** a fee of **\$75.00** will be charged for cleaning and a fee of **\$150.00** per hour will be charged for any and all repairs plus the cost for shipping, materials and loss of use for rentals. Damage by "**Silly String**" will result in a minimum cleaning fee of **\$150.00 U.S.D.** per hour **or replacement** if determined damaged by Lessor.
- VIII. **EQUIPMENT REQUIREMENTS:** The Lessee Must Furnish Electrical Outlet Rated At 115 Volts With A Slo-Blo 20 Or 30 Amp Fuse Capacity Located Within 50 Feet Of Equipment Without Anything Else Connected (E.G., A Dedicated Line). **Use Of More Than A 50-Foot Extension Cord May Cause Motor To Burn Up.** Use Only One (1) Blower Per Fuse Circuit. Voltage At Motor Must Be Over 100 Volts. **Use Of Extension Cords Other Than Those Provided By Lessor Is Strictly Prohibited.**
- IX. **ACKNOWLEDGEMENT:** The Lessee acknowledges and certifies that it has had sufficient opportunity to read this entire document and understands its content and that it was executed freely, intelligently and without duress of any kind and agrees to be bound by its terms. Lessee further warrants and represents that they are either the Lessee named above or are authorized and empowered to accept delivery of the equipment and to sign this Agreement on the Lessee's behalf and as the Lessee's agent.