

Rental Agreement / Liability Waiver

➤ Adult Supervision Required At All Times!

➤ **Customer is responsible for electrical and water requirements.**

- **Cancellation Policy:** A 10% non-refundable fee will be charged for any cancelled event 90% refund of total amount for a cancelled event 14 or more days prior to event date, 50% refund of total amount for a cancelled event 10 or more days prior to event date, 25% refund of total amount for a cancelled event 8 or more days prior to event date, No refund available for the scheduled event within 7 days of event date.
- Customer understands that injuries have happened using the rented game/service, injuries will happen in the future and there is the potential for injury during use by the Customer and his/her guests. Customer assumes the risk of renting the arranged game/service.
- Boomer Events will exercise extreme caution regarding delivery, set-up, operations and removal of the games/services. However, customer is responsible for any and all damages occurring to grounds, sprinkler/drainage systems, flooring, steps, walls or any portion of the delivery path and set-up area.
- Customer shall be in sole charge of crowd control of the event at all times during equipment and game rental period and shall be responsible for damage and theft of equipment and game(s) during rental period.
- Boomer Events Inc., its contractors, suppliers and vendors shall not be held responsible for injuries occurring to customers or any using party and Customer agrees to indemnify and hold harmless the above from any and all claims, costs, damages and liability including attorney fees, fines, penalties, etc. arising from the equipment or its use.
- Customer agrees to ensure that all participants remove shoes and/or sharp objects before using the games / service where applicable.
- If equipment is returned in a damaged but repairable condition, customer shall be liable for the cost of such repairs and Customer assumes responsibility for the return of equipment in the same condition it was received. **If equipment is returned in a destroyed or irreparable condition, customer shall be liable for full replacement value of each item.**
- Customer agrees to a \$50.00 cleanup fee per item if equipment or game(s) is excessively dirty upon pickup (i.e. candy, food, drinks, confetti, etc.).
- Customer agrees to **TURN OFF AUTOMATIC SPRINKLERS (if applicable)!** Customer ensures set-up area is dry. Please confirm watering system is inoperable and set-up area is not wet/soggy. Wet/soggy areas will cause set-up to be cancelled at customer's full rental price.
- Please, **DO NOT ALLOW SILLY STRING** (or similar product)! Failure to do so requires a \$200.00 cleanup fee per item.
- Boomer Events, Inc. or its contractors shall not be held responsible for unfavorable conditions (i.e. high winds, rain, electrical outages, etc.) and Customer is responsible to notify Boomer Events, Inc. at least two hours before event start time in case of unforeseen circumstances (i.e. weather, power outages, etc.).
- Customer ensures a hardened, level area w/ no steps for delivery and set-up.
- Refunds will be returned by check only.
- **All sales are final.**
- This agreement is valid for this and all future engagements.

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT GAME RENTALS

In consideration of the foregoing lease, LESSEE acknowledges and agrees for himself, herself, itself and any Personal Representatives, heirs and next of kin that he, she or it assumes full responsibility for the safe use and operation of the property leases herein during the entire time that the property is under Lessee's care, custody or control. Lessee warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the property leased herein. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody or control. Lessor makes no warranties or representations, express or implied, about the safety of any or the property leased.

IN FURTHER CONSIDERATION OF THIS LEASE: RELEASE

Lessee hereby releases, waives, and discharges Lessor, including its agents, servants, employees, officers, directors and shareholders, from and against any and all claims for damages suffered by any person or entity connected with the use of operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge Lessor from all liability for any injury to any and all person(s) and any and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the 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.

INDEMNIFICATION AND OBLIGATIONS OF LESSEE:

"Nothing in this agreement shall be construed to mean that Boomer Events, Inc., its contractors, suppliers or providers, assumes any liability of any nature whatsoever arising out of, relating to or in any way connected with the use or operation of the equipment covered by this agreement. Lessee shall be solely responsible for supervising the equipment and for taking such steps including, but not limited to providing attendant personnel, warning signs and other controls necessary to ensure the safe use of the rental equipment.

Lessee shall at all times be solely liable for the use of the equipment. Lessee shall indemnify, protect and save harmless Boomer Events, Inc., its contractors, suppliers or providers, from and against all liabilities, losses and claims of any kind or nature imposed on, incurred by, or asserted against Boomer Events, Inc., its contractors, suppliers or providers, arising out of the concurrent, active or passive negligence of Boomer Events, Inc., its contractors, suppliers or providers, in any way connected with the use of the rental equipment or services provided. Lessee hereby waives any and all rights of recovery, arising as a matter of law or otherwise which lessee might now or hereafter have against Boomer Events, Inc., its contractors, suppliers or providers.

Lessee shall assume the defense of Boomer Events, Inc., its contractors, suppliers or providers, and pay all attorneys fees and costs arising out of any claim for injury by any person in any way related to the lease agreement. Furthermore, Lessee shall pay all attorney fees and cost incurred by Boomer Events, Inc., its contractors, suppliers or providers, necessary to enforce the terms of the indemnity provisions of the lease. This release is valid for this and all future arrangements.

Lessee further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by California law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, the remainder of this agreement shall remain in full force and effect. This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by Lessor to representations set forth herein.