

# RENTAL AGREEMENT, RELEASE AND ASSUMPTION OF RISKS

## AGREEMENT:

I, \_\_\_\_\_ Customer Name: \_\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_

Zip Code: \_\_\_\_\_ Phone: \_\_\_\_\_ Phone 2: \_\_\_\_\_

*agree to rent equipment, as defined below, from Wonder Jump, Inc as follows:*

Units: \_\_\_\_\_

Fee: \_\_\_\_\_ Delivery time: \_\_\_\_\_

From: Rental Date: \_\_\_\_\_ to: Pick up Date: \_\_\_\_\_ Approx. pick up time: \_\_\_\_\_

As additional consideration, the adequacy of which is mutually acknowledged, for the delivery and use of the equipment; Lessee hereby agrees to make no claim against Wonder Jump, Inc or any of the released parties and shall in all ways comply with this RENTAL AGREEMENT, RELEASE AND ASSUMPTION OF RISKS. Lessee acknowledges and agrees that they are responsible for not only their own conduct, but the conduct of their guests and invitees.

Delivery to address specified by Lessee (customer). Lessee grants unconditional right to enter said property for the delivery and pick-up of unit at approximately specified times.

**ASSUMPTION OF RISKS** The Lessee understands and acknowledges that the activity to be engaged in through the rental of interactive amusement game(s) and /or other amusement equipment including, but not limited to: concession machines, tables, chairs, generators, coolers, tents, portable bars, and such inherently dangerous interactive amusement equipment as inflatable jump houses, slides, dunk tanks, bungee trampolines, and others brings with it both known and unanticipated risks to its guests, its invitees and itself. Those risks 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 Lessee and/or Lessee's guests, invitees, neighbors, or other persons on the premises.

**LIABILITY RELEASE** The Lessee hereby voluntarily and fully releases, indemnifies and agrees to hold harmless and discharge Wonder Jump, Inc. (hereinafter collectively referred to as WJ), and its principals, agents, employees, suppliers, and contractors, from any and all liability, claims, demands, actions or rights to actions, whether personal or to a third party which related to, arise out of or are in any way connected with the use or misuse of the equipment, or the rental of any equipment; including those allegedly attributable to negligent acts or omissions. The Lessee agrees to fully reimburse any and all attorney fees and costs that may be incurred by WJ in the defense of any such liability claim, demand, action or cause of action.

In the event that Lessee files a cause of action against WJ, Lessee agrees that venue and jurisdiction shall be solely in Oakland County, Michigan; and further agrees that the substantive law of Michigan shall apply without regard to the conflict of law rules of any state. The Lessee agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect.

Lessee acknowledges and represents that they have adequate homeowner's insurance, tenant insurance, or OTHER public liability insurance to cover any bodily injury or property damage which might occur to itself, its guest, or its invitees from the use or misuse of the unit being rented. Lessee acknowledges and agrees to bear costs of defense and liability of any such injury or damage in the event that the alleged liability is denied or there is no coverage.

**RULES** Lessee agrees to supervise both the equipment and its use at all time said equipment is in the possession of the Lessee. Lessee agrees to strictly follow and utilize operational instructions at all times as they have been explained to Lessee during the operation and use of the equipment. Minor children shall be supervised by a parent or legal guardian at all times. Only healthy, able bodied persons shall be allowed to use the equipment. Persons under the influence of drugs or alcohol shall be prohibited from using the equipment. Pregnant women, infants, any person physically incapable of using the equipment under their own power, shall be prohibited from using the equipment.

*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.*

*Initialing below indicates I have received instructions on the proper use of the interactive inflatable game(s) rented and understand those safe rules of operation. Initial here X \_\_\_\_\_.*

LESSEE: \_\_\_\_\_

Signature: \_\_\_\_\_

Dated: \_\_\_\_\_

Printed name. (if a company, authority to execute contract) \_\_\_\_\_