



Serjo Bouncy Castles Rental Agreement/Waiver:

In consideration of renting certain Equipment described on the invoice page of this Rental Agreement, the parties agree to the following terms and conditions:

Definitions: For the purposes of this Rental Agreement, the Company, shall mean "Serjo Bouncy Castles", its owners, officers, directors, shareholders, employees, contractors, volunteers, and agents; "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents, participants, guests, and/or employees.

Rental Equipment: The Customer hires the rental Equipment on an "as is" basis. The Customer acknowledges receipt of Equipment that they have inspected the Equipment and its installation prior to its use, and certifies that they will abide by the operating /safety instructions. Should Equipment fail to function correctly at any time, the Customer agrees to cause all users to immediately cease use of that Equipment and contact the Company immediately at (226) 606-1420.

Waiver and Release of Liability: The Customer understands and acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. In consideration of being permitted by the Company to use its equipment and facilities, the Customer hereby voluntarily and expressly releases, indemnifies, forever discharges and holds harmless the Company from any and all liability, claims, demands, causes or rights of action whether personal or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should the Company or anyone acting on behalf of the Company be required to incur attorney's fees and costs to enforce this agreement, the Customer expressly agrees to indemnify and hold The Company harmless for all such fees and costs.

Care of Rental Equipment: The Customer 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. The Customer shall be liable to the Company for any and all damage, which is not "ordinary wear and tear", including but not limited to the application of paint, tape, permanent marker, "Silly String" or the unauthorized application of water to any devices not specifically authorized by the Company. Damage to units will result in a Repair Fee ranging from a minimum of \$250 up to the cost of replacing the unit damaged. Negligent damage is not covered under the Damage Waiver. Equipment must be returned to the Company in the same clean and dry condition it was received. Dirty Equipment or units which can get wet, but have not been drained and dried properly will result in a Reconditioning Fee of \$50 charged for each hour required to restore Equipment.

Compliance with Laws: The Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. The Customer agrees at his/her/their sole cost and expense to comply with all municipal, provincial, federal or other

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governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. The Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. The Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use. The Customer is responsible to mark all sprinkler lines and call safe to dig if required by law. The Company will not be liable for damage to underground sprinklers or utility lines.

Legal Fees: If an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

Severability: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

Entire Agreement: This Agreement constitutes the full agreement between Serjo Bouncy Castles Ltd and Customer. Any other agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement and agree to be bound by all the terms and conditions herein.

Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. The Customer understands that the Company does not provide any operators with this rented equipment unless specifically hired, and that the Customer, is solely responsible for the correct and safe operation of this equipment. The Customer WILL NOT move any piece of equipment after it has been staked down or secured with adequate sandbags. The Customer will not permit the Equipment to be operated by anyone who is not fully qualified and who has not received instruction from the Customer on the safe operation and use of the Equipment, nor shall the Customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

Rules Governing the Safe Operation of Equipment: The following rules detail safe operational guidelines for the Equipment. Please ask any questions you may have before you begin use of the equipment.

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READ AND FOLLOW THESE INSTRUCTIONS

WARNING: THESE RULES MUST BE FOLLOWED TO AVOID SERIOUS INJURY OR DEATH.

1. REMOVE shoes, eyeglasses and any sharp objects.
2. Somersaults, diving, wrestling, rough play and flips are prohibited.
3. NO food, drinks, gum, pets or silly string.
4. Riders with mental or physical impairment must have supervision of a qualified attendant.
5. EXIT if the unit begins to lose air. USE exit doors and escape hatches.
6. DO NOT use and immediately deflate the inflatable if winds exceed 20 KMPH and/or it rains.
7. Riders SHOULD all be of compatible age and size. (Please refer to the Information Plate provided on the unit.) AGES 3 AND UP ONLY
8. The inflatable MUST be securely tied down.
9. Keep children away from the blower at all times.
10. Bounce away from others and away from the sides.
11. DO NOT jump on to or off the inflatable.

CAUTION: This is an electrically operated product. Not recommended for children under 3 years of age. As with all electric products, precautions should be taken during handling and use to prevent electric shock.

The blower requires a GROUND fault protected circuit (GFCI).

I have read and understand the terms and conditions of this agreement and agree to be bound by them.

This rental is for private parties only, on private property

Customer Name	Customer Signature	Date
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