

LIABILITY DISCLAIMER

- 1) This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear and accepted)
- 2) Customer agrees to company right to enter premises of customer at any time to repossess said equipment.
- 3) Customer agrees to reimburse (**Badger Bouncy Inflatables, LLC**) for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Rental Company to enforce collection or to preserve or enforce rights under this contract.
- 4) Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.
- 5) Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.
- 6) If the inflatable equipment is lost, stolen, or damaged beyond repair the renter agrees to pay up to \$3000.00(Three thousand dollars and 0 cents)
- 7) Customer agrees to ensure that all users (and users' guardians) of the rental go over and read all rules.
- 8) **THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person/s or organization renting this Equipment from (Badger Bouncy Inflatables. LLC) will be held responsible and liable for any and all damage or injury occurring for any reason whatsoever. I have read the above agreement and fully understand and accept the conditions as above. I am aware that while in my care I am fully responsible for the inflatable and will pay for any loss or damages that may occur.**
- 9) Lessee 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. Lessee agrees to indemnify and **hold** (**Badger Bouncy Inflatables, LLC**) **harmless** from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney's fees and costs, arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of the leased equipment. This includes, but is not limited to, the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless (**Badger Bouncy Inflatables, LLC**) from injuries or damages incurred as a result of the use of the leased equipment. (**Badger Bouncy Inflatables, LLC**) cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless (**Badger Bouncy Inflatables, LLC**) from any loss, damage, theft or destruction of the equipment during the term of the lease and any extensions thereof.

OVERNIGHT RENTALS:

Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight.

Initial

Participant's Signature X _____

Date X _____

Participant's Printed Name X _____