

# Inflatable Rental Terms & Conditions

**1) RULES / SAFE OPERATION RESPONSIBILITY:** Renter agrees to supervise both the rental equipment and its use at ALL TIMES equipment is in the possession of the renter. Accompanying this contract is a set of Safety Rules and Operational Instructions for all equipment that is being rented, which renter acknowledges receipt of and agrees to follow and utilize at all times during the operation and use of the rental equipment from Freedom Rentals. Renter agrees that these Safety Rules and Operational Instructions are hereby considered a part of this Rental Agreement.

**2) WEATHER POLICY:** Freedom Rentals reserves the right to decline and refuse any Inflatable rental if there is any sign of severe weather including but not limited to rain, hail, sleet, snow, high winds, etc. Freedom Rentals shall not be liable and shall be held harmless for injuries or damages caused by: rain, hail, snow, storms, high winds, floods, or any other disturbance of nature while the inflatable is in your care. Security Deposit will be refunded upon return once Freedom Rentals is able to verify that necessary care was taken to cover and/or otherwise protect the inflatable(s) from excessive rain water. Proper care instructions will be provided to the renter.

**3) ASSUMPTION OF RISKS:** The renter understands and acknowledges that the activity to be engaged in while renting inflatable amusement equipment, such as jump houses, bouncers, inflatable slides, obstacle courses, and/or other interactive amusement and party rental items, 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 myself or my guests and invitees. I for myself and for all my participants, guests and invitees, including minors, willingly assume the risks associated with all participation and accept that there are other risks that may arise due to other participants which I also willingly assume.

**4) LIABILITY RELEASE:** The renter voluntarily releases, indemnifies and agrees to hold harmless and discharge Freedom Rentals and its officers, employees and agent 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 or any other rental equipment, including those allegedly attributable to negligent acts or omissions. The renter agrees to reimburse any reasonable attorney's fees and costs that may be incurred by Freedom Rentals in the defense of any such liability claim, demand, action or cause of action. In the event that the renter files a cause of action against Freedom Rentals, the renter agrees to do so solely in the state of Virginia, and further agrees that the substantive law of the state shall apply in that action without regard to the conflict of law rules of that 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 it has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which may occur to itself, its guests or its invitees from the use of the equipment being rented, or else renter agrees to bear the cost of defense and liability of any such injury or damage itself. The renter also waives the right of its insurance company to bring any type of action or proceeding on behalf of the renter against Freedom Rentals whether by assignment of claim, subrogation or otherwise.

**5) DELIVERY:** Delivery (where applicable) shall be to the address specified by renter (customer). Renter grants right to enter said property for the delivery and pick-up of the rented items at approximate specified times. Renter agrees to keep all rented items in his/her custody and not to sublease, rent, sell, remove from the delivery address, or otherwise transfer such items.

**6) DAMAGES:** We do not hold our customers responsible for equipment failure from normal use and when our equipment has been used as instructed. However, the customer is responsible for any damage caused due to abuse or misuse of our equipment while in their possession. If repair or replacement of our equipment is necessary due to misuse, whether by them or anyone present at their event, the customer will be charged accordingly for repair or replacement. **IMPORTANT!!** Chemicals like silly string type substances will often cause permanent staining of our inflatables. If any damage is present at the time of return and this damage is deemed negligent, we reserve the right to charge customer for said damages.

**7) ENTIRE AGREEMENT:** By signing below the renter acknowledges and certifies that it has had sufficient opportunity to read this entire document, including all Safety Rules and Operational Instructions, and understands its content and that it is executed freely, intelligently and without duress of any kind and agrees to be bound by its terms. This signed agreement in conjunction with the, rental contract, and the Safety Rules and Operational Instructions contain the entire agreement between the renter and Freedom Rentals. No amendment, whether from previous or subsequent negotiations between renter and Freedom Rentals, shall be valid and enforceable unless in writing and signed by all parties to this agreement.

Print Name: \_\_\_\_\_

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