PARTY RENTALS BY JAMES STAROSTA

 Safety & Fun Rules

It is the responsibility of the person or organization renting this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the inflatable.

RULE # 1 and MOST IMPORTANT: A Responsible Adult Must Be In attendance and Closely Supervise All Activity While Any Inflatable or Piece of Our Equipment is In Opera:on. You, the customer, are responsible for providing such supervision during the en:re :me that our party rental equipment is in your possession, unless Party Rentals by James Starosta has explicitly agreed to provide this service.

2) Do not use the inflatable during periods of rain or excessive winds (20mph or greater). In the event of severe weather, (lightning, thunder, rain or high winds) instruct all occupants to immediately exit the inflatable and DO NOT allow re-entry until the weather clears

3) All Inflatables are physically challenging. Any person with a health impairment, disease, high blood pressure, back, neck or other bone/joint problems, or any other conditions that might cause problems when physically challenged should not be allowed in any of our inflatables.

4) Remove shoes, eyeglasses, jewelry and other hard or sharp objects prior to entering inflatable.

5) All participants should empty their pockets before entering the inflatable.

6) No hot objects (cigarettes, BBQ grill), pets, or toys are allowed in or near any inflatable.

7) No Gum, No Face Paint, No Silly String, No Candy, Food or Drinks are allowed inside inflatable.

8) No flips, wrestling, or other forms of rough play are allowed in the inflatable.

9) Do not overload any inflatable. Participants in a bouncer and generally all inflatables should be grouped according to age and size.

10) Do not jump down any slide surface, climb on walls, or jump on entry step of inflatable.

11) No diving in foam pit as this may cause injury.

12) Stakes/Anchors: It is the responsibility of the customer to indicate where electrical, phone, and water lines are located prior to stakes or anchors being inserted into ground. If anchors come loose or should the inflatable begin to deflate during opera:on, immediately and calmly in- struct all participants to exit the inflatable and call 570-760-8027

I hereby acknowledge by my signature that I understand each of these rules and agree to abide by them:

NAME: DATE:

SIGNATURE:

Waiver of Liability

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 Party Rentals by James Starosta right to repossess said equipment at any :me.

3. Customer agrees not to loan, sublet or otherwise depose of equipment or use it at any other location.

4. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment.

5. Customer agrees to ensure that all users and supervisor of the rental abide by the Safety & Fun rules.

6. Customer agrees to reimburse Party Rentals by James Starosta for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Party Rentals by James Starosta to enforce collection or to pre- serve or enforce rights under this contract.

7. 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).

8. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The per- son or organization renting this equipment from Party Rentals by James Starosta 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. 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.

10. 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 Party Rentals by James Starosta harmless from any and all claims, actions, suits, proceedings, costs, expenses, fees, damages and liabilities, including, but not limited to, reasonable attorney 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, opera:on, or return of the equipment. Jump Party Texas 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 Party rentals by James Starosta from any loss, damage, them or destruction of the equipment or lessee's property including electrical, phone, and water lines during the term of the lease and any extensions thereof.

I hereby acknowledge by my signature that I agree to the above terms:

NAME DATE. EVENT DATE

 SIGNATURE