Waiver of Liability by

1. This rental equipment has been received in good condition and will be returned in the same condition (ordinary wear accepted).

2. Customer agrees to Fun Things Rentals right to repossess said equipment at any time.

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 Fun Things Rentals for all attorney fees, an amount not less than 50% of all sums due, court cost and expenses incurred by Fun Things After Rentals to enforce collection or to preserve 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 $700 (Seven Hundred dollars and 0 cents).

8. THERE ARE NO WARRANTIES OF MERCHANTABILITY OR FITNESS EITHER EXPRESSED OR IMPLIED. The person or organization renting this equipment from Fun Things Rentals 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 Fun Things Rentals 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. Fun Things Rentals cannot, under any circumstances, be held liable for injuries as a result of inappropriate use, nature, or other condition beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless Fun Things Rentals from any loss, damage, theft or destruction of the equipment or lessee's property including fences, landscaping, electrical lines, phone lines, 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:

❶ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ ❷ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 NAME DATE

❸\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Signature

[www.funthingsrentals.com](http://www.funthingsrentals.com) funthingsrentals@yahoo.com 801-694-9319