

PICKTURE DAY

Event Rental Agreement & Release of Liability

EVENT INFORMATION

Client Name: _____

Event Date: _____

Event Location: _____

1. PURPOSE

Client has requested rental and use of certain equipment and services, including but not limited to photo booth equipment and inflatable/bounce house units (collectively, the "Equipment"). This Agreement governs the use of such Equipment.

2. ACKNOWLEDGMENT AND ASSUMPTION OF RISK

Client acknowledges that the use of the Equipment involves inherent and significant risks of bodily injury, property damage, and other hazards, including but not limited to:

- Slipping, falling, or collision
- Improper or negligent use by participants
- Equipment malfunction or misuse
- Risks associated with unsupervised minors

Client knowingly, voluntarily, and expressly assumes all such risks, whether known or unknown, foreseeable or unforeseeable.

3. RELEASE AND WAIVER OF LIABILITY

To the fullest extent permitted by the laws of the State of New York, Client, on behalf of themselves and all event participants, hereby releases, waives, and discharges Company, including its owners, officers, employees, agents, contractors, and affiliates, from any and all claims, demands, causes of action, damages, losses, or liabilities of any kind arising out of or related to:

- The use or operation of the Equipment
- Participation in any activity associated with the Equipment
- Any acts or omissions of participants or third parties

Notwithstanding the foregoing, nothing in this Agreement shall be construed to release or limit liability for gross negligence, reckless conduct, or willful misconduct, as such limitations are not permitted under New York law.

4. INDEMNIFICATION AND DEFENSE

Client agrees to indemnify, defend, and hold harmless Company from and against any and all claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from or related to:

- The event and use of Equipment
- Acts or omissions of Client, guests, or participants
- Failure to adhere to safety rules or instructions

This obligation shall survive the termination or completion of the event.

5. SUPERVISION AND CONTROL

Client acknowledges and agrees that:

- Company does not provide continuous supervision of participants
- Client is solely responsible for ensuring adequate adult supervision at all times, particularly for minors
- Client assumes full responsibility for participant conduct and safety

6. SAFETY COMPLIANCE

Client agrees to enforce all safety rules provided by Company, including but not limited to:

- No shoes, sharp objects, food, or beverages on or within Equipment
- No rough play, flipping, or unsafe conduct
- Adherence to participant limits
- Immediate cessation of use in unsafe conditions

Failure to comply may result in immediate termination of services without refund.

7. EQUIPMENT USE AND RESPONSIBILITY

Client agrees to:

- Provide a safe, level, and unobstructed setup area
- Ensure appropriate electrical access if required
- Prevent unauthorized movement, misuse, or tampering
- Be financially responsible for any damage beyond ordinary wear and tear

8. WEATHER AND FORCE MAJEURE

Company reserves the right to suspend or terminate Equipment use due to unsafe conditions, including but not limited to rain, high winds, or other hazards. Client acknowledges that such decisions are made in the interest of safety and shall not constitute breach of contract or negligence.

9. GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the State of New York. Any legal action or proceeding arising under or related to this Agreement shall be brought exclusively in a court of competent jurisdiction within the State of New York.

10. SEVERABILITY

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions shall remain in full force and effect.

11. ENTIRE AGREEMENT

This Agreement constitutes the entire understanding between the parties and supersedes all prior agreements, representations, or understandings, whether written or oral.

12. PHOTO AND MEDIA RELEASE

- Client GRANTS permission for photographs and/or videos taken during the event to be used by Company for marketing and promotional purposes.
- Client does NOT grant permission.

13. ACKNOWLEDGMENT AND EXECUTION

Client represents and warrants that they are at least eighteen (18) years of age, legally competent to enter into this Agreement, and have read, understood, and voluntarily agree to all terms contained herein.

Client Signature

Date

Printed Name

Date