

# LIABILITY WAIVER AND RENTAL RISK ACKNOWLEDGMENT

*For Tent, Table, Chair, and Inflatable Rentals*

## Customer and Event Information

Customer / Organization _____	Event Date _____
Phone Number _____	Email Address _____
Event Address _____	Delivery / Pickup Window _____
Items Rented _____	Order / Invoice Number _____

**By signing below**, the undersigned customer, renter, and/or responsible party (collectively, the “Customer”) acknowledges that the rental, delivery, installation, use, occupancy, and removal of tents, tables, chairs, inflatables, and related equipment can involve serious risks, including property damage, bodily injury, illness, permanent disability, and death. The Customer voluntarily accepts these risks and agrees to the terms below as a condition of renting equipment from Beecher Party Rentals (“Company”).

### 1. Assumption of Risk

- The Customer understands that party rental equipment may tip, shift, collapse, deflate, tear, become unstable, or otherwise fail if improperly installed, overloaded, misused, moved, tampered with, or exposed to unsafe weather or site conditions.
- The Customer understands that inflatables present special risks, including falls, collisions, rough play, crowding, horseplay, entrapment, tripping hazards, and injuries resulting from lack of active adult supervision.
- The Customer assumes all risks associated with guests, invitees, attendees, vendors, children, and any other person using, entering, near, or interacting with the rented equipment after delivery or setup.

### 2. Site Conditions, Setup, and Customer Responsibilities

- The Customer is responsible for providing a safe, level, accessible setup area free from debris, animal waste, hidden utilities, irrigation, unstable soil, overhead hazards, and other dangerous conditions.
- The Customer is solely responsible for obtaining any required permissions, permits, homeowner association approvals, landlord approvals, venue approvals, and utility locates unless expressly agreed otherwise in writing by the Company.
- After delivery or setup, the Customer shall not move, alter, detach, re-anchor, climb on, or modify any rented equipment. Only Company-authorized personnel may reposition or adjust installed equipment.
- The Customer shall immediately stop use of any equipment that appears unsafe, damaged, loose, deflated, unstable, or affected by wind, rain, lightning, power interruption, or any other hazardous condition, and shall notify the Company at once.

### 3. Inflatable Use Rules

*The Customer agrees that each inflatable rented from the Company shall be operated only under the following minimum safety rules:*

- Constant adult supervision must be present at all times while the inflatable is inflated or accessible.

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- Users must remove shoes, eyeglasses when appropriate, jewelry, sharp objects, food, drinks, gum, pets, toys, and any item that could injure participants or damage the inflatable.
- No flips, wrestling, roughhousing, climbing on walls or netting, hanging from supports, or intentionally colliding with other users.
- Users should be grouped by similar size, age, and ability. Smaller children must be separated from larger participants.
- The inflatable must not be used during rain, high winds, lightning, or other unsafe weather. It must be evacuated immediately if unsafe conditions develop.
- The blower, cords, stakes, sandbags, anchors, and surrounding perimeter must be kept clear and must not be tampered with.

### 4. Weather and Emergency Shutdown

- The Customer understands that tents and inflatables are weather-sensitive and may become dangerous in wind, rain, lightning, saturated ground, or other severe conditions.
- The Company may refuse delivery, delay setup, require shutdown, or remove equipment when site or weather conditions are unsafe, in its sole reasonable judgment.
- The Customer is responsible for evacuating guests from the rented equipment and surrounding area whenever conditions become unsafe.

### 5. Damage, Loss, and Clean Condition

- The Customer is responsible for theft, vandalism, fire, misuse, unauthorized relocation, punctures, burns, cuts, stains, pet damage, weather-related damage occurring after delivery, and any extraordinary cleaning required beyond normal use.
- The Customer authorizes the Company to charge the Customer for repair, replacement, cleaning, labor, collection costs, and downtime resulting from damage or loss caused by the Customer, guests, invitees, or conditions at the event site.
- The Customer shall return all rental items in substantially the same condition as delivered, ordinary wear and tear excepted.

### 6. Release of Liability

**To the fullest extent permitted by law**, the Customer, on behalf of themselves and on behalf of their minor children, guests, invitees, heirs, executors, administrators, insurers, successors, and assigns, releases and discharges the Company and its owners, officers, employees, contractors, agents, and representatives from any and all claims, demands, causes of action, liabilities, damages, losses, costs, and expenses arising out of or related to the rental, delivery, setup, use, misuse, occupancy, supervision, transportation, or removal of the rented equipment, except to the extent finally determined to result solely from the Company's gross negligence or willful misconduct where such limitation is not prohibited by law.

### 7. Indemnification

**The Customer agrees to defend, indemnify, and hold harmless** the Company from and against any claim, demand, suit, fine, penalty, loss, damage, judgment, or expense, including reasonable attorneys' fees, arising from or related to: (a) the Customer's breach of this waiver or rental agreement; (b) site conditions; (c) inadequate supervision; (d) misuse of the equipment; or (e) injury to persons or damage to property occurring after delivery or setup, except to the extent finally determined to result solely from the Company's gross negligence or willful misconduct where such limitation is not prohibited by law.

### 8. Medical Authorization and Insurance

- The Customer understands that the Company does not provide medical or accident insurance for participants or attendees.

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- The Customer is responsible for maintaining any insurance the Customer deems appropriate for the event, venue, participants, property, and rented equipment.
- In an emergency, the Customer authorizes emergency medical care to be summoned for any injured participant or attendee, at that person's or responsible party's expense.

### 9. General Contract Terms

- This waiver is incorporated into and intended to supplement any invoice, reservation confirmation, rental agreement, or terms and conditions issued by the Company.
- If any provision of this waiver is found unenforceable, the remaining provisions shall remain in full force to the fullest extent permitted by law.
- This waiver shall be governed by the laws of the state in which the rental transaction occurs unless the parties agree otherwise in writing.
- The person signing below represents that they are at least 18 years old and legally authorized to sign for the Customer and the event.

### Customer Initial Acknowledgments

I understand this document includes a release of liability and indemnification obligations. Initials: \_\_\_\_\_

I understand inflatables require constant adult supervision and immediate shutdown in unsafe weather. Initials: \_\_\_\_\_

I accept responsibility for site conditions, guest conduct, and equipment after delivery or setup. Initials: \_\_\_\_\_

I have read this entire document and sign it voluntarily. Initials: \_\_\_\_\_

### Signatures

<b>Printed Name</b> _____	<b>Company Representative</b> _____
<b>Signature</b> _____	<b>Company Signature</b> _____
<b>Date</b> _____	<b>Date</b> _____
<b>Emergency Contact Name / Number</b> _____	<b>Notes</b> _____