

Thunder Kitten Bounce Houses

Liability Waiver Agreement

Customer Name (please print): _____

Bounce House Rented: _____

By signing this agreement, I (the lessee, who signs this document), hereby acknowledge and agree that:

1. I will not hold Thunder Kitten Bounce Houses, or their representatives, responsible for any injuries, death, or damage to property that might occur due to using a bounce house rented from Thunder Kitten Bounce Houses.
2. I acknowledge that none of my guests, who are allowed to use the bounce house rented from Thunder Kitten Bounce Houses, shall be allowed to hold Thunder Kitten Bounce Houses or their representatives, responsible for any injuries, death, or damage to property that might occur due to using a bounce house rented from Thunder Kitten Bounce Houses.
3. I will assume all risks both known and unknown, and those of my guests, that come from renting and using a bounce house and not hold Thunder Kitten Bounce houses or their representatives responsible in any way.
4. I will be responsible for the replacement costs of the bounce house I rented if it is damaged, lost, or stolen while in my care. I will be responsible for the replacement cost if I do not return the bounce house rental as required when the rental term expires.

5. Replacement Costs:

a. Fire Truck Bounce House

- i. \$600.00 includes: bounce house, tarp, blower, and extension cord.

b. Baby Shark Slide & Pool

- i. \$600.00 Includes: bounce house, tarp, blower, and extension cord.

c. Pink Castle Bounce House:

- i. \$750.00 Includes: bounce house, tarp, blower, and extension cord.

d. Red, Yello, Blue Bounce House:

i. \$950.00 Includes: bounce house, tarp, blower, and extension cord.

6. The statements above are merely summaries. Full details and descriptions are available to read below. I understand that whether I choose to read the details in their entirety or not, they still apply to myself and those who I let use the bounce house rental from Thunder Kitten Bounce Houses.

The fine print details and descriptions:

1. The risk of injury from the activities involved in this program is significant during all phases of the activity, including the potential for permanent paralysis, disability and death. These risks include but are not limited to: Equipment failure and/or malfunction of my own or other's equipment; my own negligence and/or the negligence of others; tangled ropes, falling from heights, other climbers, Fatigue, chill and/or dizziness which may diminish my/our reaction time and increase the risk of accident; Outdoor activities include but are not limited to risks of exposure to elements, excessive heat, hypothermia which may cause injury and/or death. I agree to use the bounce house(s) that I rent as instructed. I recognize that failure to do so increases the potential for injury or death and absolves Thunder Kitten Bounce Houses and their representatives from any liability whatsoever.

2. I KNOWINGLY AND FREELY ASSUME ALL SUCH RISKS, both known and unknown, EVEN IF ARISING FROM THE NEGLIGENCE of Thunder Kitten Bounce Houses and their representatives, or others, and assume full responsibility for results that may occur due to renting a bounce house.

3. I willingly agree to comply with terms and conditions for participation. If I observe any unusual significant hazard during my presence or participation, I will remove myself from participation and bring such to the attention of the nearest official immediately.

4. I recognize that it may be necessary for the (Releasees) to refuse renting or terminate my rental if I am judged to be incapable of meeting the rigors or requirements of the Program. I accept the (Releasees) right to take such actions for the safety of myself and/or other participants. I will not engage in any activity beyond my capabilities and will not cause any third party to be endangered by any of my actions during the program.

5. I warrant and represent that I am in good health and have no physical or mental limitations or problems that would affect my safe participation or the safety of others from safe bounce house use and have not been advised otherwise by a qualified medical person. AND that those who I allow to use the bounce house that I rented are as well.

6. I consent to the use of any photographs or pictures taken of me or my child/ward or provided by me for publicity, promotion, websites or any other use and expressly waive any right of privacy, compensation, copyright or other ownership right connected to the same.

7. I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, HEREBY RELEASE, INDEMNIFY, AND HOLD HARMLESS Thunder Kitten Bounce Houses, its officers, officials, agents and/or employees, other participants, sponsors, advertisers, and, if applicable, owners and

lessors of premises used to conduct the program (RELEASEES), from any and all claims, demands, losses, and liability arising out of or related to any INJURY, DISABILITY OR DEATH I may suffer, or loss or damage to person or property, WHETHER ARISING FROM THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE, to the fullest extent permitted by law.

A. Liability.

1. I expressly assume all liability arising out of operation of Thunder Kitten Bounce Houses products or related equipment. I agree to indemnify and hold harmless Thunder Kitten Bounce Houses, its agents, subsidiaries, assigns, employees, officers, partners, and directors, at my sole cost and expense from and against any and all loss, claims, actions, suits, damages (including attorney fees), however caused, whether such claims are based upon negligence, gross negligence, intentional acts, or omissions, resulting directly or indirectly from or pertaining to the manufacture, possession, use, purchase, lease, operation, rejection, or return of a bounce house rental, including without limitation, such loss, claims, costs, expenses, damages, and liabilities arising from the death or injury of any agent or employee of Thunder Kitten Bounce Houses, or any third person, or damage to the property of Thunder Kitten Bounce Houses, its agents, subsidiaries, assigns, employees, officers, partners, and directors, or any third person. I shall give Thunder Kitten Bounce Houses prompt written notice of loss, claim, action, damage or liability asserted against me or arising out of or concerning my operation and that of my guests by using a bounce house rental and agree that, on my written notice of the assertion of such a loss, claim, action, damage, or liability, I shall assume full responsibility for the defense of the action. Thunder Kitten Bounce Houses, at its option, may participate in such defense and I shall bear the cost on a pro rata basis. *This section shall survive termination of this rental agreement.* In the event a corporate officer, owner or partner of Thunder Kitten Bounce Houses acquires actual knowledge of any claim that I am obligated to defend under the terms of this section, I agree to give Thunder Kitten Bounce Houses prompt written notice; provided, however, Thunder Kitten Bounce Houses' failure to give such notice shall not excuse myself from any of my obligations under this section.

2. I have made no misrepresentation to Thunder Kitten Bounce Houses in any regard, including, but not limited to, my weight, age or abilities. I understand that pregnant women or other persons with physical limitations should not use this equipment for safety reasons.

B. Safety and operation of bounce house rentals.

1. I am physically and mentally able to use or help others use the bounce house rental, and I am familiar with the physical and mental requirements and risks involved. I will never operate the bounce house while intoxicated or under any medication that inhibits or impairs my ability to operate the bounce house. I am not pregnant, and my weight is below the weight limit allowed for the bounce house. I also certify that those who I let use the bounce house I have rented meet these requirements as well.

2. I was instructed on the proper and safe use of the bounce house rental. I understand how to properly and safely use and operate the bounce house rental. I acknowledge that for the bounce house to remain inflated the blower must remain attached, plugged in, and turned on.

C. Entire agreement and disputes.

1. This agreement contains the entire understanding between and among the parties and supersedes any prior understandings and agreements among them respecting the subject matter of this agreement.

2. Any dispute arising out of this agreement shall be brought in the Civil Division of the State of Utah Court, or other court as assigned. In the event a suit or action is brought by any party under this agreement to enforce any of its terms, or in any appeal therefrom, it is agreed that the prevailing party shall be entitled to reasonable attorney's fees and costs.

3. **Minors:** Participants under the age of 18 years are not required, to have a parent or legal guardian read and sign this release. However, whomever the lessee allows to use the leased property, will also be bound by this agreement, and that includes their parent/guardian. By allowing their child to use the bounce house rental, the parent agrees to each of the provisions above including to indemnify and hold harmless Thunder Kitten Bounce Houses and all its subsidiaries, its agents or employees from any and all claims brought by the participant under 18 or resulting from the participant under 18's actions, whether Thunder Kitten Bounce Houses and all its subsidiaries, its agents, partners or employees are negligent or not. Further, the parent or legal guardian expressly agrees to monitor the minor at all times during the minor's use or operation of the bounce house rental and assumes and agrees to comply with all financial obligations of this Agreement on behalf of the minor. Whether or not the lessee shares the terms of this agreement with the parent/guardian of the minor using the leased property, this agreement remains binding by the parent/guardian allowing the minor to use the leased property.

D. Safety checklist.

SAFETY CHECKLIST PLEASE ***READ AND COMPLY*** WITH ***EVERY*** ITEM:

1. Users must always be always monitored by an adult, at all times
2. Bounce house is on a level surface with protective tarp underneath
3. Bounce house is anchored or tied down
4. Blower is connected correctly, and a grounded outlet is being used
5. ***ALL*** users have been informed of the safety rules for use including but not limited to; only the specified number of users at a time are allowed, the correct age range is followed, the correct weight limit is followed, and any others not listed here.

E. Payment and deposit.

1. I, the lessee, agree to pay upon demand all rates, charges, plus applicable taxes, fees and surcharges, which may apply to the rental, including charges for loss and/or damage defined in this agreement. I agree and authorize Thunder Kitten Bounce Houses to apply any charges to the method of payment used by me at the time of rental unless another form of payment is arranged.

2. I, the lessee, understand that an authorization will be processed against my credit card or debit card to be used against the final bill, equal to the estimated total charge, plus a security deposit, and I authorize Thunder Kitten Bounce Houses to charge any amounts due as a result of the rental, plus any damages, if applicable, to my credit card or other payment method provided, regardless of who is/was operating the bounce house rental from Thunder Kitten Bounce Houses, for any bounce house rental for which my credit card or other payment method provided was used to pay for the rental of the bounce house rental. I understand that if I choose to pay by a method other than credit or debit card, I agree to pay the final bill plus the deposit or other charges as specified in this agreement.

F. Possession and integrity of a bounce house rental from Thunder Kitten Bounce Houses.

1. I accept the bounce house rental from Thunder Kitten Bounce Houses is for use "As-is" and verify that it is working properly, and accept full responsibility for it while it is in my or any other user and/or customer's possession during the Rental Period. I am responsible for the replacement value of the bounce house rental from Thunder Kitten Bounce Houses if it is lost or stolen, **and** I am responsible for the replacement for **any and all** damage done to the bounce house rental due to my own misuse and due to accidents, including those caused by third parties whether by accident, negligence, or otherwise.

Date: ____/____/____

Signature: _____