

TOPPLIN’ TOTS SOFT PLAY RENTAL AGREEMENT

This contract is made between \_\_\_\_\_\_\_\_\_\_\_\_\_\_ and Topplin’ Tots Mobile Play Lounge, LLC.

Please note that to reserve event date deposit and contract must be signed within 48 hours.

**TERMS AND CONDITIONS**

**Payment**

 50% Deposit is required for reservations, balance due upon arrival

No date will be confirmed until deposit is made

Payments ensure up to 4 hours of play

**Cancellation**

Events booked more than 2 weeks in advance have 48 hours to cancel and receive deposit

Reservations made within 2 weeks of event will forfeit deposit

All reservations have the option to reschedule within 120 days if available

**Outdoor Use**

Area should be accessible, clear, grass cut and level

Free from dirt, debris, sharp objects

Will NOT set up in the rain or chance of rain

Bounce houses will not be set up in high winds

Renter is responsible for having alternative area in the event of inclement weather

Renter is still responsible for payment

In high temperatures, consider shaded areas, tents or indoor use

**Indoor Use**

When renting a facility, the renter should know if equipment can be accommodated.

Please know the facility's vendor rules

**Pick Up**

Area should be cleared at the time of pick up

All equipment back in play area

ALL BALLS MUST BE IN BALL PIT

Equipment left extremely dirt, broken, or balls not in pit will result in cleaning/replacement fee up to $250

Damages will be accessed on site

**Rules**

Children 5 and under on soft play equipment

No sharp objects

No gum, food, drinks

No face paint, glitter, confetti, silly string

Children should be supervised at all time

Events Must be Complete by 7pm and Sunday by 5pm

**LIABILITY/ASSUMPTION OF RISK**

In exchange for participation in parties and activities organized by TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC., I, for myself, my child/children or chaperone(s) sign this Waiver and Assumption of Risk in consideration of the opportunity to use the equipment, or to participate in any parties or activities by TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC.

I, represent that I am the parent(s) or legal guardian, or chaperone of the participant(s) named below acknowledge and understand that there are dangers and risks associated with the use of the equipment supplied by TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC., and agree to assume full risk and responsibility of personal injury, including the potential for paralysis and death. I execute this agreement on behalf of participant(s) in attendance.

I, for myself, my child/children or chaperone(s) agree to follow the safety rules provided and acknowledge that failure to do so may result in termination of the use of the equipment. I recognize that there are certain inherent risks associated with the use of the playground, parties, and activities. I assume full responsibility on behalf of my or their heirs, assigns, personal representatives and next of kin, HEREBY HOLD

HARMLESS TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC., its owners, members, officers, employees, equipment manufacturers and sponsoring agencies from all liability for any such personal injury, disability, death, or loss or damage to person or property to the fullest extent of the law. This Waiver and Assumption of Risk form shall apply to all risks, known and unknown, even if resulting from negligent actions of other guests or employees of TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC.

I, for myself, my child/children or chaperone(s) understand that my execution of this waiver on the initial visit will authorize TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC. to enter this waiver into its database and use it as a continuous, multi-use waiver for my child/children. I hereby expressly authorize TOPPLIN’ TOTS MOBILE PLAY LOUNGE, LLC. To use this Waiver as a multi-use waiver until such time as I revoke in writing.

**Print Name \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**