

## **ACCIDENT WAIVER AND RELEASE OF LIABILITY FORM**

The renter desires to rent equipment from PLAYTIME KC to be used by the renter, his/her guests, invites or other individuals while in renter's possession. Renter understands that use of this soft playground set and/or bounce house and other equipment may, by its nature cause injury or harm to renter, his/her guests, invites or other individuals.

The renter does hereby freely, voluntarily, and without duress executes this release under the following terms:

1. Waiver and Release: Renter understands and acknowledges that this release discharges PLAYTIME KC from any liability or claim that the renter may have against PLAYTIME KC AND AFFILIATES with respect to any bodily injury, personal injury, illness, death, or property damage that may result from the renters use and possession of PLAYTIME KC equipment. Renter does hereby release and forever discharges and hold harmless PLAYTIME KC and it's successors and assigns from any and all liability claims, and demands of whatever kind or nature, either in law or in equity, which arise or may hereafter arise from renters possession and use of PLAYTIME KC equipment.
2. Insurance: Renter understands that insurance for liability, health, and medical or disability coverage in any way related to the rental of equipment under this agreement is the sole responsibility of the renter.
3. Indemnification: Renter/Client agrees that he/she will indemnify and hold PLAYTIME KC harmless from any liability resulting from the use of PLAYTIME KC equipment by renter, his/hers assigns, heirs, guests, invites or other individuals utilizing the equipment while in renter's possession.

By receiving services rendered by PLAYTIME KC, I forfeit all rights to bring a suit against PLAYTIME KC AND AFFILIATES for any reason. In return I will also make every effort to obey safety precautions as listed on the soft playground and/or bounce house and/or explained to me verbally, in efforts to keep the PLAYTIME KC experience positive. I have read and/or heard the safety rules and understand that I will ask for clarifications when needed.

Safety procedures/ Play Rules:

- PLAY AT YOUR OWN RISK
- Children must be supervised by an adult (18 yr old)/parent/guardian while in play area.
- NO Shoes allowed on the playground or bounce house
- SOCKS MUST BE WORN AT ALL TIMES!
- NO food, drinks, sweets, gum etc. allowed on the playground or bounce house.
- NO diving in the ball pit (if applicable).
- NO equipment should be removed from the area of the playground or where the bounce house is placed.
- No uneven size difference of players.

- NO shoving, pushing, wrestling, piling or ruff play on the playground or in the bounce house.
- No paint stain/ mess-prone (i.e., glitter, slime, messy arty, temporary tattoos, face paint etc.) are not allowed on the playground or in the bounce house.
- No more than the recommended amount of participants on any of the equipment at any time.
  - Small bounce houses are designed for children under 6 years ONLY.
  - Large bounce houses are designed for No more than 6 kids (We will recommend a weight limit) at a time.
- All sharp objects must be removed before play (including pens, pencils, jewelry, knives, eyeglasses, bling on pockets etc.
- DO NOT enter if you are pregnant or have physical problems.

The Renter/Client Understands that:

I am responsible for following the rules and safe procedures mentioned above by PLAYTIME KC to protect the equipment and provide a safe environment for me, my guests and any other individuals who will have access to PLAYTIME KC equipment while is in my possession.

1. I AGREE TO RELEASE, DEFEND, INDEMNIFY, NOT SUE AND HOLD HARM LESS PLAYTIME KC, their principals, officers, owners, employees, equipment manufacturers from any claims, damages, (including medical fees, attorney fees). Injuries (including disabilities, paralysis and death) and expenses arising out of or resulting from my voluntary attendance/ participation at PLAYTIME KC.
2. If there is any damaged or stolen equipment I will be charged at an appropriate amount, i.e. cost of repair or replacement.
3. I also acknowledge the risks involved in PLAYTIME KC bounce houses and other equipment. These include but are not limited to any CHOCKING HAZARDS, FALLING, BREAKING ETC. while in use. I understand that I am participating voluntarily, and that all risks have been made clear to me. Additionally, I do not have any conditions that will increase my likelihood of experiencing injuries while engaging in this activity.
4. Photos & Videos may be used on social media posts. If you want to opt out please alert owner.

By accepting rendered services by PLAYTIME KC, I forfeit all rights to bring a suit against PLAYTIME KC AND AFFILIATES for any reason. In return I will also make every effort to obey safety precautions as listed in writing and explained to me verbally, in efforts to keep the PLAYTIME KC experience positive, I have read, heard, and understand safety rules and understand that I will ask for clarification when needed. There MUST be an adult watching soft playground and/or bounce house area when children are playing AT ALL TIMES!

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[Signature of Parent/Guardian]

Date: \_\_\_\_\_