

A Plus Party Rentals and Inflatable's LLC - VICTORIA, TX - 361-237-0897

ACKNOWLEDGEMENT OF RISK / ACCEPTANCE OF RESPONSIBILITY - RELEASE OF LIABILITY / RULES FOR USE
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING.

RULES FOR WATERSLIDE: Children using this inflatable must be supervised at all times by an adult. No more than two children age 15 and under are allowed on the Inflatable at any time. Shoes are not allowed on the Inflatable. Children enter the Inflatable at the back and climb up using footholds and handheld guides. At the top of the slide, children will sit upright feet forward and slide down to the bottom. They should then immediately exit the inflatable. Standing or bouncing at the top of the inflatable or jumping anywhere on the inflatable is not allowed. This inflatable will collect up to 3 feet of water in the pool at the front of the slide and this presents a drowning hazard. Again, children must be supervised at all times while using this inflatable.

RULES FOR SLIP N' SLIDE: Children using this inflatable must be supervised at all times by an adult. Only one child age 15 and under is allowed on the inflatable at any given time. Do not stand up on, bounce, or jump on this inflatable. After one child slides on the Inflatable, they must completely exit the Inflatable before the next child slides. There is a shallow pool at one end of this inflatable that collects water and 'presents a drowning hazard. Children must be supervised at all times while using this Inflatable.

RULES FOR MOONWALKS: Children age 15 and under using this inflatable must be supervised at all times by an adult. No standing or jumping is allowed on the step into the moonwalk. Shoes must be removed before entering the moonwalk. No wrestling, flipping, hanging on supports, roughhousing, running, or any other type of activity besides jumping is allowed in the moonwalk. No jumping or bouncing against the columns and no climbing on the netting. There is no sharp objects, eyeglasses, jewelry, gum, food, drinks, or pets allowed in the moonwalk. No Silly String Is allowed in or around the moonwalk as it does irreparable damage. Do not exceed the recommended maximum capacity for each age group as stated. Under 5 Years: 8 | 6-8 Years : 6 | 9-12 Years: 4 | 13-15 Years: 3

RULES FOR TABLES AND CHAIRS: No standing, jumping, climbing, laying, or using table for anything outside of its design by the manufacturer. ONLY Tape or Clips that do not puncture the table can be used to secure table covering(s). Warm food container(s) can be used with hot pads underneath each warm container(s). Chairs are only to be used for sitting. No standing, jumping, climbing, laying or using the chair for anything outside of its design by the manufacturer. Do not secure any cover to the chair that punctures the chair in any way.

RULES FOR CONCESSION EQUIPMENT: Concession equipment can only be operated by an adult 18 years old or older. All rules for safe operation are printed on the equipment and must be followed at all times.

DUTY OF PARTICIPANTS: It is recognized that some recreational activities conducted by A PLUS PARTY RENTALS AND INFLATABLES LLC are hazardous to participants regardless of all feasible safety measures which we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by A PLUS PARTY RENTALS AND INFLATABLES LLC, referred to hereafter as A PLUS PARTY RENTALS AND INFLATABLES LLC. I hereby covenant and agree not to condone, initiate or take part in

- (a) any act which shall interfere with the running or operation of this rental when such activities conform to the rules and regulations of the State of Texas,
- (b) any use of A PLUS PARTY RENTALS AND INFLATABLES LLC equipment or facilities or services if I do not have the ability to use such facilities, equipment or services safely with instructions until I have requested and received sufficient instruction to permit safe usage.
- (c) or engage in any harmful conduct or Willfully, or negligently engage In any type of conduct which contributes to or causes injury to anyone person
- (d) or to embark in any self initiated activity Without first informing A PLUS PARTY RENTALS AND INFLATABLES LLC in written form of my intentions or receiving in writing permission from A PLUS PARTY RENTALS AND INFLATABLES LLC to engage in such self-initiated activity
- (e) the use of the equipment while under the influence of alcohol and or drugs or other intoxicating substances
- (f) the use of the equipment by participants over the age of 15 unless the equipment is specifically designed for adults.
- (g) the use of the equipment by both children and adults at the same time. (Adults are defined for the purposes of this insurance as participants over the age of 15).

ACKNOWLEDGEMENT AND ACCEPTANCE OF RISK: I acknowledge and understand that the activity that I am about to voluntarily engage in as a participant and/or volunteer bears certain known risks and unanticipated risks which could result in injury, death, illness or disease, physical or mental, or damage to myself, to my property, or to spectators or other third-parties. I, being aware that this activity entails risk or injuries to myself and a risk or injury to spectators or third-parties as a result of my actions, expressly agree, covenant and promise to accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself or to my property arising from participation in this activity. r also agree to pay for any damages caused by others (including attorneys' fees or costs) if they are injured or otherwise damaged due to any negligent actions. My participation in this activity is purely voluntary; no one is forcing me to participate and I elect to participate in spite of the known and unknown risks.

DAMAGE WAIVER: Damage Waiver is NOT INSURANCE, Renter is responsible for any loss or damage to the Equipment and for their return in the same condition in which they were received, except for ordinary wear and tear. By accepting the Damage Waiver, however, Lessor agrees to waive Lessor's right to recover from Renter the amount of loss of or damage to the Equipment while in Renter's possession except that Renter will be responsible for the first \$100.00 on damage/replacement costs in those instances where the damage/replacement cost in greater than \$500.00. Renter agrees to immediately notify Lessor of any accident and promptly submit any applicable police reports. If Renter has applicable insurance, the Damage Waiver becomes secondary, and Renter agrees to exercise all right available to Renter under Renter's insurance coverage and assign all claims and proceeds from Renter's insurance coverage to Lessor. Notwithstanding the foregoing, Lessor's liability for loss of, or damage to, the Equipment will not be waived in the following circumstances: 1. Any item or part thereof which is not returned, irrespective of the reason, including theft. 2. Careless or abusive operation or use of the Equipment. 3. Use or operation of the Equipment exceeding its rated capacity. 4. Damage resulting from failure to perform or pa for all normal periodic and other basic service and maintenance. 5. Loss or damage caused by dishonesty of Renter's employee or family member or wrongful conversion by any person whom Renter allows to possess the Equipment. 6. Operation or use of the Equipment in a manner inconsistent with the instructions of the Equipment manufacturer. 7. Damage resulting from vandalism, malicious mischief or intentional abuse. 8. Damage to any and all accessories such as electric cords, fuel tanks, heating ducts and similar items. 9. Damage resulting from overturning. 10. Damage resulting from self pickup or return while in transit. 11. Damage resulting from use of the Equipment in violation of any terms of this Rental Contract.

RELEASE: In consideration of the services and or property provided, I, for myself and any minor children for which I am the parent, legal guardian or otherwise responsible, any heirs, personal representatives, or assigns, do hereby release A PLUS PARTY RENTALS AND INFLATABLES LLC, its principals, directors; officers, agents, employees and volunteers from any liability and waive any claim for damages arising from any cause whatsoever (except that which is gross negligence). I further agree to reimburse you for all attorney's fees and legal costs should I bring a legal action against you and lose.

ACKNOWLEDGEMENT OF RESPONSIBILITY OF EQUIPMENT: I acknowledge that if any rented items or equipment are returned to A PLUS PARTY RENTALS AND INFLATABLES LLC in a damaged or destroyed condition, or if any such items are not returned to A PLUS PARTY RENTALS AND INFLATABLES LLC for any reason I shall pay A PLUS PARTY RENTALS AND INFLATABLES LLC the full monetary value of the missing or damaged items in addition to the accrued total rental amount. If an inflatable is torn, punctured, or damaged by unnecessary rough usage, unsupervised action(s), or by any means whatsoever notwithstanding normal wear and tear I agree to pay A PLUS PARTY RENTALS AND INFLATABLES LLC THE estimated costs of repair to such equipment.

ENTIRE AGREEMENT: I understand that this is the entire agreement between me and A PLUS PARTY RENTALS AND INFLATABLES LLC, its agents or employees, and that it cannot be modified or changed in any way by the representations or statements of any employees of 'A PLUS PARTY RENTALS AND INFLATABLES LLC or by me. My signature below indicates that I have read this entire document and agree to be bound by its terms.

PRINT NAME: _____ SIGNATURE: _____ DATE: _____