

Bounce Party LLC Hold Harmless and Indemnification Agreement

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

Lessee acknowledges and agrees for himself, herself, itself and any personal representatives, heirs and next of kin that he, she, or it assumes full responsibility for the safe use and operation of the property leased herein during the entire time that the property is under lessee's care, custody, or control. Lessee warrants and represents that he, she, or it will always supervise the safe use and operation of the property leased herein. Lessee warrants expression to all users and associated parents/legal guardians that each occupant who steps forth to use any of the equipment rented by Bounce Party LLC is doing so, freely, and openly at their own risk. Lessee further agrees that he/she/it is responsible for the full value of the property leased herein in the event the property is lost, stolen or damaged while in lessee's care, custody, or control. Lessor makes no warranties or representations, express or implied, about the safety of any of the property leased.

In addition:

Lessee hereby releases, waives, and discharges lessor, including its agents, servants, employees, officers, directors, and shareholders from and against any, and all claims for damages suffered by any person or entity connected with the use or operation of any of the property leased herein. This release is intended to include, but is not limited to, liability due to lessor's negligence, regardless of whether such negligence is active or passive. This release is intended to discharge lessor from all liability for any injury to any, and all person(s) and any, and all property connected with the lease of the property specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized. Lessee waives all rights to sue (Kenneth Claudio / Bounce Party LLC) for any injury a child or adult may suffer due to negligence or any other cause up to and including death.

Lessee shall be in full charge of the safe use and operation of the property leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors, and shareholders, harmless from and against any, and all claims demands, expenses, and liabilities arising, or which may arise, from the use and operation of the property leased herein.

Lessee further expressly agrees that the foregoing release, waiver, and indemnity agreement is intended to be as broad and inclusive as is permitted by law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

This agreement represents the entire agreement of the parties concerning the subject matters above. There are no others. Lessee understands and agrees that no oral representations or statements have been made by lessor to representations set forth herein.

By signing below, you have been given an opportunity to read it before being asked to sign. In addition, signature below ensures you are the lessor in request for this service and agree to all the Terms and Conditions of this Rental Contract.

Lessee: _____ **Date:** _____