## JerseyJumpy.com LLC Rental Agreement, Release, & Acknowledgement Of Risks

Note: Driver pick-up time is approximate. Driver may arrive as early as the "end" of the "Rental Period" or as late as 11 pm to pick up the equipment. Renter (customer) is responsible for all the equipment until our driver picks it up. Same Driver will return for unit unless otherwise noted to customer; if not, call office immediately!

Delivery: To address specified by the lessee / renter (customer). Lessee grants right to enter said property for the delivery and pick-up of equipment at approximately specified times. JerseyJumpy.com LLC reserves the right to cancel delivery should the delivery conditions be dangerous or involve unreasonable measures to access the jumpy site.

This is a contract of RENTING only, and not of sale. The undersigned lessee / renter agree that he / she has rented the item(s) herein described upon the express condition that it will at all times remain the property of the JerseyJumpy.com LLC.

I, the lessee / renter, have examined the equipment, found it to be in good condition, and will make sure that it is in the same good condition when I am through with my rental of said equipment. I, the lessee / renter, agree to pay, when due, all charges which accrue as a result of this rental, including rental fees and any fees that arise as a result of the repair or replacement of the rented equipment due to damages to the equipment while in my possession.

In the event that I, the lessee / renter fail to abide by any of the other terms of this contract, I fully understand that JerseyJumpy.com LLC has the right to repossess it without notice.

All charges / rental fees are based upon the time that the rented item(s) are in my possession, whether in use or not.

I, the lessee / renter, agree to supervise both the equipment and its use at all times in which said equipment is in my possession. Accompanying this contract, or printed on the Safety Label on the unit itself, is a set of directions for use and safety rules, which I agree to follow and utilize at all times during the operation and use of all equipment that I am renting from JerseyJumpy.com LLC.

I understand and acknowledge that the activity to be engaged in through my rental of the aforementioned inflatable play structure / ride, brings with it both known and unanticipated risks to myself and my guests and / or invitees. Those risks include, but are not limited to falling, slipping, crashing and colliding, and could result in injury, illness, emotional distress, death, and / or property damage to myself or my guests and invitees.

I voluntarily release, indemnify, hold harmless and discharge JerseyJumpy.com LLC from all liability, claims, demands, actions, or rights of actions, whether personal to me or to a third party which are related to, arise out of, or are in any way connected with my rental of the inflatable, including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorneys fees and costs which may be incurred by JerseyJumpy.com LLC that I am renting from in the defense of any such liability claim, demand, action or right of action.

In the event that I file a lawsuit against Jersey Jumpy, LLC, I agree that the substantive law of the state in which the JerseyJumpy.com LLC presides shall apply in that action without regard to the conflict of law of that state.

I acknowledge that I have adequate homeowner's insurance, tenant insurance, and / or other liability insurance to cover any bodily injury or property damage, which might occur to my guests, my invitees, or me from the rental and use of the aforementioned inflatable / equipment.

## RULES & REGULATIONS GOVERNING THE RENTAL OF EQUIPMENT

Only compatible age groups and sizes shall play on the inflatable at the same time. The following are guidelines as to the number of riders that may be on the inflatable bouncer at the same time:

CHILDREN UP TO AGE 6: 5 - 8
CHILDREN AGES 7 - 10: 4 - 6
INDIVIDUALS OVER 10: 3 - 4

All riders MUST REMOVE SHOES before playing in or on the inflatable.

To avoid neck and back injuries, FLIPS ARE NOT ALLOWED.

The safety of the children depends on you. Your personal supervision is absolutely required. As the lessee of this inflatable unit, the safety of all the riders is your responsibility.

Absolutely no gum, candy, food, or other sticky substances are allowed in or on the inflatable unit. If upon pick-up of the unit, cleaning is necessary due to the presence of such substances, a \$50.00 cleaning fee will be imposed.

SUPERVISION by a qualified attendant is required at all times

- The ride MUST be securely tied down. (See operating instructions)
- The blower requires a GROUND fault protected circuit (GFCI).
- DO NOT use and immediately deflate the ride, if winds exceed 15 MPH (25 KPH) and / or when it rains.
- Persons with mental or physical impairment SHOULD NOT be allowed to use this ride.

- REMOVE shoes, eyeglasses and any sharp objects.
- Somersaults, diving, wrestling, rough play and flips are prohibited.
- Play at a safe distance from others and away from the sides and entrances / exits.
- DO NOT jump onto or off the ride.
- EXIT immediately if the unit begins to lose air.
- If your rental is equipped with a slide, go down the slide FEET FIRST ONLY, one rider at a time; NO CLIMBING up the slide the wrong way, NOR JUMPING onto the slide area.

Do not remove the inflatable from the area where it was installed. If the inflatable unit moves, pull it by one of its' corners back to its original location of installation. Keep the inflatable unit away from swimming pools.

Should the unit begin to deflate, do the following: First, if the motor has stopped, make sure that it has not been unplugged. If the motor is still running, check the air intake on the side of the motor for blockage, and check both blower tubes on the inflatable unit to make sure that they are tightly tied off.

No alteration in or attachments to the inflatable unit are allowed, period.

Lessee agrees to keep the inflatable unit in his/her possession at all times. Lessee is, under no circumstances, allowed to sublease, rent, sell, remove from the delivery address, or otherwise transfer the inflatable unit. The inflatable unit will remain the property of the lessor and may be removed by lessor at any time after the termination of this rental agreement.

Lessee agrees to prohibit anyone under the influence of drugs or alcohol to jump in the inflatable unit.

Weather Policy: During periods of adverse weather conditions (rain or high winds), we reserve the right to cancel your reservations and give you a full refund of any funds paid to us. If conditions are not too severe, you will have the option of keeping or canceling your reservations. If you decide to keep the reservation, there will be no refunds, discounts, or rain checks.

I, the lessee, acknowledge that I have been instructed about and fully understand how to safely operate the inflatable unit that I have rented. I agree to observe all safety precautions. I also represent and warrant the safe return of the unit and hereby agree to pay \$3500.00 to the lessor if it is not returned or damaged beyond repair. I also agree to pay in full the amount for any repairable damages, which would include shipping to and from the manufacturer making the repair. I also represent and warrant the safe return of the generator, if supplied, and hereby agree to pay \$400.00 to the lessor if it is not returned or damaged beyond repair.

I acknowledge and certify, with my signature below, that I have had sufficient opportunity to thoroughly read this document, that I understand its content and that I execute it freely, intelligently, and without duress of any kind, and agree to be bound by its terms.

## IMPORTANT:

No Silly String is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the unit, and Lessee/Renter acknowledges that if unit is damaged by "Silly String", then a \$1,000 fee shall be automatically imposed by Lessor and shall be immediately due and payable by Lessee/Renter.

Customer Name (Please Print):		
Customer Signature:	Date:	
Jersey Jumpy com LLC Driver Signature:		