

# Terms of Lease & Release of Liability

*This document affects your legal rights. You must read and understand it by initialing or signing it.*

## **Terms of Lease:**

- All leased equipment requires **mandatory adult supervision** at all times.
- The **Lessee**, Receiver, and User of the leased equipment understands and agrees to provide an attendant who is trained in the operation and safety of the leased equipment. **Double the Rental Fee will be charged if Cleaning is Necessary.**
- In the event of equipment failure or malfunction, **it is the sole responsibility of the Lessee** to notify **Party Hoppers, LLC** immediately so the equipment can be fixed or replaced.
- **Lessee** will provide its own liability insurance, unless otherwise specified.
- **Lessee** is responsible for the replacement value of the new leased equipment in the event of theft, vandalism, fire, or any act, which damages or destroys the leased equipment.
- All rentals are to be paid by check or cash. A **\$30** service fee will be charged for all returned checks. Payment in cash is required upon notification of returned check. A *minimum* charge of \$75, *plus* attorney fees, and other expenses associated with the collection of the payment, will be incurred in the event the cash payment is not received.
- Failure to comply with the terms of this agreement, failure to make payment, or failure to return leased equipment to **Party Hoppers, LLC** as agreed, shall make the **Lessee** liable to **Party Hoppers, LLC** for additional one-day rental fee [per day] until all equipment is returned, as well as, all legal, court, and attorney fees incurred in order to obtain return of said equipment.

## **Rain Cancellation/Refund Policy:**

- The **Lessee** has the option to cancel *up to and during* the time the equipment is being delivered.
- No Refund or Rain Checks will be issued *after* the equipment has been delivered, even if the equipment is not used.
- If the equipment malfunctions or is inoperable, it is up to the **Lessee** to notify **Party Hoppers, LLC** immediately.

## **Duty of Participants:**

- **It is recognized that some activities conducted by Party Hoppers, LLC are hazardous to participants, regardless of all precautionary safety measures. I hereby covenant and agree not to:**
  1. Act in any way, which shall interfere with the running or operation of **Party Hoppers, LLC** when such activities conform to the rules and regulations of the State of North Carolina.
  2. Use any of **Party Hoppers, LLC** equipment or services if I do not have the ability to use such equipment or services safely without instructions until I have requested and received sufficient instructions to permit safe usage.
  3. Engage in any harmful conduct or willfully or negligently engage in any type of conduct, which contributes to or causes injury to any person
  4. To embark in any self initiated activity without first informing **Party Hoppers, LLC** of my intentions and

receiving permissions from **Party Hoppers, LLC** to engage in such self-initiated activity.

**Acknowledgement and Acceptance of Risk:** I understand and acknowledge that the activity which I am about to voluntarily engage in as a participant and/or volunteer bears certain known risk 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 of this, do accept and assume all responsibility and risk for injury, death, illness, or disease, or damage to myself, or to my property arising from any damage due to any negligent notions. 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.

**Release:** In considerations of the equipment and/or services provided, I, for myself, and any minor children for which I am the parent, legal guardian, or otherwise responsible for, any heirs, personal representatives, or assigns, do hereby release **Party Hoppers, LLC** it's principals, directors, 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 attorneys' fees and cost should I bring legal actions against you and lose.

### **Hold Harmless and Indemnification Agreement**

#### RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

In Consideration of the foregoing lease, 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, at all times, supervise the safe use and operation of the property leased herein. 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. **Party Hoppers, LLC** makes no warranties or representations, express or implied, about the safety of any of the property leased.

In further consideration of this lease:

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 **Party Hoppers, LLC** for any injury a child/adult may suffer due to negligence or any other cause.

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.

I (We) have read and understand the foregoing. I certify that I am a competent adult and have read and understood the Rules as listed above and the Release of Liability and by signing below, I assume the risks and responsibilities of this rental.

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

Lessee \_\_\_\_\_  
Signature

DL# \_\_\_\_\_

Lessee \_\_\_\_\_  
Print Name