

RELEASE, TERMS AND CONDITIONS
FOR
JOEY'S JUMP AROUND RENTALS

Customer ("Lessee") agrees to read instructions given open renting from JOEY'S JUMP AROUND, LLC and follow those instructions to operate and use the rented equipment in accordance with the instructions. Customer acknowledges that JOEY'S JUMP AROUND, LLC has not provided the equipment rental to any operators and that the customer is solely responsible for the safe operation of the rented equipment from JOEY'S JUMP AROUND, LLC. Customer understands and will supervise all operation of equipment, at all times and no child or other person shall operate a bounce house, moonwalk, slide, or other inflatable device without an adult of the age of majority in North Carolina (18 years of age). Customer agrees that supervision of any child using an inflatable unit is paramount and will do so in accordance of this agreement. Customer acknowledges that there is the risk of injury when using this equipment and customer further agrees that JOEY'S JUMP AROUND, LLC is in no way liable for any injury sustained in connection with renting or using the rented equipment. Customer understands and acknowledges that activities to be engaged in through renting equipment, inflatables, bounce houses, moonwalks and/or slides from JOEY'S JUMP AROUND, LLC carries known and unknown risks to Customer and operators. Those risks include, but are not limited to falling, colliding inside the bounce house, slipping, natural disasters, or acts of God and other risks that may result in injury, emotional distress, illness, property damage and death. Customer agrees to Customer will not allow anyone to operate this equipment that has not received instruction from JOEY'S JUMP AROUND, LLC, nor will customer operate equipment that is unsafe in condition (e.g. air leak from rip or tear found on bounce house). **ADULT SUPERVISION IS REQUIRED AT ALL TIMES.** _____ (initial)

INDEMNITY/HOLD HARMLESS

Customer agrees that they are solely responsible for all rental equipment rented from JOEY'S JUMP AROUND, LLC (including installation and operation) and agree to protect all persons and property from injury or damage. Customer agrees to return JOEY'S JUMP AROUND, LLC's equipment in the same condition in which it was rented out. Customer agrees and acknowledges that the lessor, JOEY'S JUMP AROUND, LLC, its agents, subsidiaries, representatives, sponsors, affiliates, distributors, suppliers, advertisers and promotional agencies are released from all responsibility for any injury occurring to Customer, guests and operators of any rental equipment obtained from JOEY'S JUMP AROUND, LLC. This Release Indemnity and Hold Harmless agreement applies to injury, death, damage, claim or liability which may arise on account of the negligence, active or passive, or JOEY'S JUMP AROUND, LLC, JOEY'S JUMP AROUND, LLC 's suppliers, agents, employees, contractors, drivers or installers. Customer shall indemnify and hold harmless the JOEY'S JUMP AROUND, LLC its officers, directors, agents, affiliates, and employees from and against any and all claims, damages to person or property, liabilities, costs and expenses of every kind in nature (including attorney's fees) arising out of or in connection with Customer's performance or failure to perform any of agreed upon instructions and/or obligations under this Agreement, including Customer and operators own known or unknown

negligence or gross or willful misconduct. Furthermore, Customer acknowledges that JOEY'S JUMP AROUND, LLC ("Lessor") is not a food supplier or distributor and that any food related items (e.g. cotton candy) which may be supplied with the rental equipment by JOEY'S JUMP AROUND, LLC is a direct and straight pass thought by JOEY'S JUMP AROUND, LLC to Customer. This courtesy service supplied by JOEY'S JUMP AROUND, LLC is additional and Customer specifically releases, indemnifies and hold harmless JOEY'S JUMP AROUND, LLC from and against any and all claims of all kinds of nature occurring and arising out of and/or involving food items supplied by JOEY'S JUMP AROUND, LLC. **ADULT SUPERVISION IS REQUIRED AT ALL TIMES.** _____ (initial)

OVERNIGHT RENTALS: Lessee understands and acknowledges that the blower is to be removed from the Inflatable device and locked up in a secure location overnight. _____

Initial Participant's Signature _____

Date _____

Participant's Printed Name _____

I, _____, **HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT, ON ALL PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM EITHER THE CUSTOMER NAMED ABOVE, OR AM AUTHORIZED AND EMPLOWERED TO ACCEPT THE DELIVERY OF EQUIPMENT RENTED FROM JOEY'S JUMP AROUND, LLC AND TO SIGN THIS AGREEMENT ON THEIR BEHALF AND AS THEIR AGENT, FURTHERMORE, I AGREE THAT I AM ALSO BINDING MYSELF PERSONALLY AS AN ADDITIONAL PARTY TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT.**

CUSTOMER SIGNATURE

DATE

PRINTED NAME

DRIVER'S LICENSE #/EXP.

JOEY'S JUMP AROUND, LLC