

ACKNOWLEDGEMENT OF RISK

ACCEPTANCE OF RESPONSIBILITY

RELEASE OF LIABILITY

THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ AND UNDERSTAND IT BEFORE INITIALING OR SIGNING OR MAKING A PAYMENT.

DUTY OF PARTICIPANTS: It is recognized that some recreational activities conducted by Bounce & Beyond, 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 Bounce & Beyond, LLC referred to hereafter as Bounce & Beyond, LLC I hereby covenant and agree not to

Implement or engage in 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 AL.

Engage or recommend the use of Bounce & Beyond, 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.

Engage in any harmful conduct or willfully, or negligently engage in any type of conduct which contributes to or causes injury to any one person

Embark in any self-initiated activity without first informing Bounce & Beyond, LLC of my intentions or receiving permission from Bounce & Beyond, LLC to engage in such self-initiated activity

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. I 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.

RELEASE: In consideration of the services an 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 Bounce & Beyond, LLC , its principals, directors, officers, agent, 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 costs should I bring a legal action against you and lose.

ENTIRE AGREEMENT: I understand that this is the entire agreement between myself and Bounce & Beyond, 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 Bounce & Beyond, LLC or by me.

My signature below indicates that I have read this entire document understand it completely and agree to be bound by its terms.

ACKNOWLEDGEMENT OF RISK ACCEPTANCE OF RESPONSIBILITY, RELEASE OF LIABILITY

Contract for All Equipment

Bounce & Beyond, LLC

RENTAL CONTRACT

SECTION I: GENERAL PROVISIONS

Operation

1. I / We (print names) _____ warrant and guarantee that I / We have the right of the owner of the property to use same for the equipment I have rented from Bounce & Beyond, LLC.

2. I / We agree to provide a safe environment for the use of all items being rented and any attendant equipment by ensuring continuous supervision by competent adults. I / We agree to take full responsibility to follow the "rules of use" operation instructions and setup requirements and take all precautions to protect the equipment from damage and misuse, and to protect any anticipated user of any rented equipment or any person that may reasonably be in the immediate area of the rented equipment while in use.

3. I / We understand we may designate responsible attendants or operators provided that the following conditions are met:

(1) Sufficient attendants must be present for all equipment and attractions.

(2) Attendants must be 18 years or older.

(3) Attendants must thoroughly understand the proper operation of the equipment, agree to the rules of use, and know its specific inherent hazards.

(4) Attendants must be under direct supervision of renter or renting organizations' authorized agents and have immediate access to them.

(5) Attendant must have command presence necessary to maintain order of their responsible area.

(6) Attendants may only operate or supervise one piece of equipment at a time.

(7) Attendants must not be under the influence of any drugs or alcohol.

I / We acknowledge that the designation of such attendants does not transfer liability.

Terms of Rental

4. I / We understand and acknowledge that the activity to be engaged in through the rental of an inflatable ride, interactive amusement device, dunk tank, carnival style games, activity equipment and/or any other items being rented, brings with it both known and unanticipated risks to myself, my guests, and to my invitees. Those risks include, but are not limited to falling, slipping, crashing, colliding, burning, cutting, broken bones, and could result in injuries to eyes, nose, mouth, or limbs, illness, disease, emotional distress, death and/or property damage to myself and/or my guest and invitees.

5. I / We understand and acknowledge that professional food concession equipment offered by Bounce & Beyond, LLC may employ extremely hot cooking surfaces, scalding hot liquids, high speed rotating cutters, fast moving parts, high voltage electricity, powerful mechanical drives, open flames and other hazards. Improper use, proper use, or unforeseen mechanical failure may result in serious burns, cuts, loss of digits, loss of vision, broken bones, illness, disease, emotional distress, death and/or property damage to myself and/or my guests and invitees.

6. I / We agree to hold harmless and indemnify Bounce & Beyond, LLC and their agents and representatives for damages or injury to persons and property resulting from the use and rental of equipment provided by Bounce & Beyond, LLC. In the event Bounce & Beyond, LLC should institute suit in court in connection with any disputed matter relative to this contract, or in the event a suit is brought against Bounce & Beyond, LLC, arising out the use and rental of any equipment provided pursuant to this contract by Bounce & Beyond, LLC, I / We shall be liable for all attorney fees and costs Bounce & Beyond, LLC may reasonably incur.

7. I / We agree to have in effect a policy of liability insurance, which by its nature will afford coverage for the ongoing activities, equipment, or any other item provided by Bounce & Beyond, LLC for any known or unanticipated injury or damage that may occur to any person or property.

8. I / We agree that in the event of an accident, we will cease operations immediately and contact Bounce & Beyond, LLC promptly after any necessary emergency action is taken. Bounce & Beyond, LLC can be contacted directly at (334) 722-3170.

9. I / We understand that although Bounce & Beyond, LLC carries a general liability insurance policy, I / We should in no way rely upon said insurance to provide any coverage for any accident or injury caused by the use of any Bounce & Beyond, LLC rented equipment.

10. Bounce & Beyond, LLC does not guarantee any equipment to be free of cosmetic, manufacturers, nor other defect that may affect the safety or operation of the equipment.

11. I / We acknowledge that in the event any rental equipment is damaged or destroyed, I / We are liable for its repair or replacement cost.

Payment and Cancellation Policy

1. In order to hold a reservation, a deposit of 50% is due to confirm reservation. If a cancellation occurs with 10 days of the scheduled Event date a \$50 cancellation charge will be charged to the payment method on file for orders under \$500. For orders over \$500 a cancellation charge of \$100 per unit will be applied to the card on file. **IF PAYMENT IS MADE IN FULL WE WILL ONLY ISSUE A RAINCHECK. WE DO NOT PROCESS REFUNDS. PAYMENTS MUST BE MADE 5 DAYS PRIOR TO EVENT** or Bounce & Beyond reserves the right to cancel any event due to nonpayment.

2. I / We agree to provide at least TEN days' notice to Bounce & Beyond, LLC in the event of a cancellation of the planned activities. Failure to notify Bounce & Beyond, LLC of cancellation may result in a cancellation fee of \$50.

3. In the event of rain and/or strong winds such that the equipment cannot be safely used, I / We may cancel delivery without penalty. For inclement weather cancellations, the deposit will be credited to a newly scheduled date, provided the desired equipment and dates are available.

4. Bounce & Beyond, LLC retains the right at its discretion to not leave all or certain equipment at my / our premises due to space constraints, ground conditions, unsafe location or condition, inclement weather forecast, or any other reason which Bounce & Beyond, LLC has the sole right to ascertain. If Bounce & Beyond, LLC refuses delivery for any reason, Bounce & Beyond, LLC will not be held liable for any damages.

Setup Requirements – General

1. Renter is responsible to ensure that sufficient grounded electrical outlets are available within 50-100 feet of each piece of equipment as applicable. Extension cords provided by Bounce & Beyond, LLC may only power equipment. In the event of electrical failure, or unavailability of suitable power Bounce & Beyond, LLC will adjust no refunds or credits. Renter will be required to supply water hose and water source for all water rentals. Bounce & Beyond, LLC has generators available at an additional charge if electrical availability is a concern.
2. If at Bounce & Beyond, LLC's sole discretion no suitable location can be found for any equipment, as outline herein, the equipment will not be used and there will be no refund.
3. I / We agree that if any provision of the user instructions or rules set forth herein by Bounce & Beyond, LLC are not followed, the equipment, inflatable unit, attraction, concession equipment, dunk tank, game, or any other equipment provided by Bounce & Beyond, LLC shall be rental shall be terminated absent refund.
4. I / We acknowledge that landscaping, yards, decorative lawn fixtures, or other related items may be damaged as a result of the use of any equipment Bounce & Beyond, LLC provides pursuant to this contract.

SECTION II: INFLATABLE UNITS & ATTRACTIONS

In addition to all rules and provisions set forth here above, the following applies specifically to inflatable units and attractions.

Set-up Requirements / Inflatable and Attractions

1. Inflatable devices must be set up over a smooth, flat surface. The area must be clear of rocks, debris, animal waste, and other objects, which may interfere with the use of or damage Bounce & Beyond, LLC equipment. The unit must always have a minimum clearance of 5 feet on all sides. Contact Bounce & Beyond, LLC for overall dimensions of specific units. By signing this contract, you are releasing Bounce & Beyond, LLC from any liability regarding any damage that may occur to water, sewer, drainage, gas lines, etc. You as customer/signer are responsible for instructing any representative of Bounce & Beyond, LLC to any obstructions or buried lines in or around the set-up area. Bounce & Beyond, LLC is in no way held liable for damage or repair.
2. If equipment must be placed on hard surfaces such as concrete, blacktop, or a gymnasium floor, Bounce & Beyond, LLC must be notified in advance. This is to ensure proper availability of weights, surface padding and overall suitability. Additional charges may apply.
3. Equipment must be anchored prior to use. Anchors may not be moved or adjusted by anyone other than Bounce & Beyond, LLC personnel. Equipment shall not be relocated during the

activities unless prior notice is given to Bounce & Beyond, LLC and its representatives are afforded an opportunity to move the equipment as deemed necessary and feasible.

4. Renter agrees to provide sufficient night lighting in the event the activities are held or continue into the evening hours. Set up time is approximately one half-hour prior to the time booked.

5. Bounce & Beyond, LLC has sole discretion to ascertain whether location for the set-up is proper. If Bounce & Beyond, LLC at his or her sole discretion ascertains that there is no neither safe nor proper location, nor proper operation, the item will not be used. There will be no refund.

6. Renter agrees that Bounce & Beyond, LLC may have to deliver up to 48 hours to the event start date/time and Bounce & Beyond, LLC may have to retrieve rented equipment up to 48 hours after the rental date and time. The renter/lessor is fully responsible for equipment until Bounce & Beyond, LLC returns to pick up equipment.

Additional Rules of Use / Inflatable Units

1. An attendant 18 years of age or older is required at all times. Do not operate any equipment without a responsible attendant.

2. Attendants must read and understand all operation manuals and user instructions.

3. All users must be of similar size and strength. Follow bounce capacities posted with each unit. Inflatable slide, obstacle courses and similar large attractions are monitored by Bounce & Beyond, LLC staff. Users must follow instructions of Bounce & Beyond, LLC

4. All users must be physically able to participate in activities without assistance. Adults may not "carry" or otherwise assist toddlers or infants up climbing surfaces.

5. Remove shoes before entering.

6. Remove eyeglasses, contact lenses and any sharp objects. No necklaces, beads, pins, buckles, or jewelry.

7. The use of rafts, noodles or any other device, other than ones provided by Bounce & Beyond, LLC, to assist riders in going down the slide is prohibited.

8. Do not climb netting or other containment surfaces.

9. Flips, wrestling, and horseplay are prohibited on and around the units.

10. Do not allow all users to run in the same direction to avoid tipping the bounce.

11. Do not allow users to come into contact with each other.
12. No face paints allowed in/on inflatables.
13. Persons who are physically impaired, injured, wearing casts, have heart conditions or are pregnant should not use inflatable amusements.
14. No use of any other type of soap, baby oil, lotion, fireworks, candy, food, soda or silly string on or around inflatables. (Silly string will melt the vinyl and cause serious damage). A \$150-\$500 per unit cleaning fee will be charged to the customer if the use of any of these types of items are found on or in the units. In the event that silly string is found on or around the unit the customer must be aware that the unit could be stained and need to be replaced. Repair and Replacement Cost of Unit with Silly String will be at customers expense.
15. Absolutely NO adults on Bounce House Combos or Bounce Houses for any reason. These units are specifically designed for children. No children over the age of 13. In the situation where it is found that the rules are not being followed or abused, Bounce & Beyond, LLC reserves the right to pick up equipment immediately with NO refund due to the customer. If it is found that any bounce house is NOT being supervised according to the rules and guidelines listed in this contract, Bounce & Beyond, LLC reserves the right to pick up equipment immediately with no refund due to the customer.
16. Use caution when sliding down any of the water slides. DO NOT JUMP from the top or bounce on the top of the slide platform. Always sit down and slide from the face forward position. DO NOT go down face first on your belly, DO NOT go down backwards. One person down the slide at a time, make sure one person is going up the stairs at a time.
17. A dry unit MUST stay dry. If it is found that you have used water on a unit that you rented dry there will be a \$50 cleaning charge immediately charged to your credit card on file.
18. Customer is aware that if a unit is left at a residence or location overnight, Renter/Organization is FULLY responsible for the unit until Bounce & Beyond, LLC returns to pick up the unit. Renter/Organization is also responsible for any damages that might occur overnight by outside pets, vandals, etc.
19. ABSOLUTELY NO ANIMALS OF ANY KIND IN OR AROUND THE RENTED UNIT.
20. Any altercation to the water hose/ mister hose will result in an automatic charge of \$25 to credit card on file.

ACKNOWLEDGMENT AND AGREEMENT

I / We, _____, hereby acknowledge that we have read and fully understand Bounce & Beyond, LLC rental contract pages 1-6; that we will abide by all its terms and conditions; and that we have read and understood all user instructions provided by Bounce & Beyond, LLC. We fully understand the potential for unanticipated danger associated with use of all equipment provided by Bounce & Beyond, LLC.

I / We have read and understand, and agree to abide by, all the terms of these contract pages 1-6 in the online contract. A paper contract can be requested or be found in your email receipt.

Lessor will:

1. Provide the necessary staff to facilitate your event and power cords to reach a minimum of 50ft.
2. Deliver, set-up, teardown, and operate all activities with/without volunteer staff.
3. Carry a liability insurance policy covering our services & equipment.

Lessee will:

1. Provide 2 110volt/20amp electric circuits and 10/12-gauge cords for distances over 50ft.
2. Provide any required entrance and parking passes.
3. Provide a minimum of 1 adult volunteer(s) to operate the activities.

I HAVE READ THIS CONTRACT AND AGREE & UNDERSTAND THE CONTENT.