

JUMP 2 IT

RELEASE OF LIABILITY/HOLD HARMLESS AGREEMENT

TERMS AND CONDITIONS

NOTE: Driver pick-up time is approximate. Driver may arrive as early as necessary to deliver the equipment, or as late as necessary pm to pick up the equipment, including the next day. Customer is responsible for, and required to stay with all the equipment until it is picked up by a Jump-2-It, LLC representative, or until other arrangements have been made. Any stolen or vandalized equipment, while the equipment is supposed to be in the possession of the customer, is the customer's responsibility.

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions printed on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** has not agreed to nor has provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that the children's safety depends upon customer ensuring AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone, under the age of 18 years old, who is not fully qualified and who has not received instruction from customer or **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

2. General Release/indemnity/hold harmless: I, (customer), understand and acknowledge that playing on an amusement device entails both known and unknown risks including, but not limited to, physical and/or mental injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. I hereby voluntarily and expressly release, indemnify, forever discharge and hold harmless **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** from any and all liability, claims, demands, causes or rights of action whether personal to me or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** or anyone acting on behalf of **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** harmless for all such fees and costs, and will reimburse **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** for any legal fees, court costs or judgements incurred. In the event I, the undersigned, or any of my participants file a lawsuit against **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents**, it is agreed to do so solely in the State of Georgia. I agree that if any portion of this agreement is found to be void or unenforceable the remaining portions shall remain in full force and effect. In consideration of being permitted by **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation. A set of Rules and Direction are either displayed on the inflatable/unit(s) or have been provided to the undersigned which I agree to follow and utilize at all times during operation and use of the unit(s).

I, **customer**, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

Customer Signature

DATE

ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

1. Identity of parties: For the purposes of this Rental Agreement. "**Jump-2-It, LLC**" shall mean **Jump-2-It, LLC, its owners, partners, managers, officers, employees, and agents** and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

2. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Jump-2-It, LLC** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed as on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by **Jump-2-It, LLC**. If the Equipment is delivered by **Jump-2-It, LLC**, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes that may arise after the equipment is delivered.

3. Returned Check policy: In the event that a check is returned to **Jump-2-It, LLC** for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00 fee to **Jump-2-It, LLC** in cash immediately upon notice.

4. Weather: **Jump-2-It, LLC** cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if poor or severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. If the reservation is cancelled, due to weather, the customer will be refunded the deposit. Some examples of severe weather are high winds, rain, snow, freezing temperatures and lightening. In the event of **severe** weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, cover it with a tarp (if provided) and not use the inflatable until the severe weather ends. If there is mild to moderate rain, with no high winds or lightening, it is best to leave the unit inflated and dry it off with towels before attempting to re-enter the inflatable after the rain stops.

5. Delivery: **Jump-2-It, LLC** shall deliver the Rental Equipment to the address specified by Customer as listed on the invoice page of this Agreement. Customer grants to **Jump-2-It, LLC** true right to enter the property at the address provided for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximately specified times. The Customer also agrees to grant **Jump-2-It, LLC** free access to set up the Rental Equipment according to the manufacturer's and **Jump-2-It, LLC's** guidelines including, but not limited to, the application of tarps, stakes, sandbags, and use of dolly or any other equipment that may be required to set up the Rental Equipment safely and properly. Any damage that may occur to the grass, yard, driveway, steps, carpet, deck or other setup or path of access is to be considered normal, and at the request of the Customer to have the Rental Equipment set up properly. The customer acknowledges that it is their responsibility to call the appropriate authorities to ensure that there are no buried utility lines. **The Georgia Utilities Protection Center phone number is 770-623-4344.**

6. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that they have, themselves, had the opportunity to inspect the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

7. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by **Jump-2-It, LLC**. Retention of possession, or any failure to permit the pick up of the item(s) before, at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, damage, or destruction, the Customer is obligated to pay to **Jump-2-It, LLC** the full replacement value, including taxes, shipping and lost potential revenue, for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Jump-2-It, LLC**. Title to the rental items is and shall remain to **Jump-2-It, LLC**. Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Jump-2-It, LLC's** delivery of the items, until **Jump-2-It, LLC** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Jump-2-It, LLC** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **Jump-2-It, LLC** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **Jump-2-It, LLC** immediately.

8. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the rental equipment caused by ordinary, reasonable and proper use of the rental equipment, during the allotted amount of time, per the rental contract. Customer shall be liable to **Jump-2-It, LLC** for any and all damage which is not "ordinary wear and tear" in an amount up to or equal to the replacement value and any lost potential revenue, of the rental equipment listed on the invoice page of this Agreement. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to moving of equipment, overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, silly string (see Paragraph 10), mud, clay, water, if not a water inflatable, or other materials.

9. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged if it has not, check the circuit breaker in the house to see if it has been thrown, if it has not, check the switch on the blower to make sure that it is on; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If these steps do not correct the problem, call our office at **Company Phone # 770-629-5318** or our **After Hours Company Phone # 678-596-3890**.

10. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION (18 years or older) IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the inflatable is damaged by "Silly String", then the customer is responsible for all repair/replacement costs and any potential lost revenue income while the unit is out of service. D) **WARNING** - extra caution and supervision are required for children ages three (3) and under, do not allow small children to play in the inflatable with people of larger sizes. No mixed sizes allowed E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 20 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate, F) **WARNING** - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time, G) Do not move the inflatable from the location where it was set-up by the **Jump-2-It, LLC** representative; H) If the inflatable unit moves, pull corner(s) back to their original location(s) and secure; For other questions regarding the safe installation and use of equipment, please call our office at **Company Phone #**. I) Do not let the inflatable unit rub up against any surface. Any damage to the inflatable or injury to any individuals resulting from a disregard to these, or any, rules for the equipment will become the full legal and financial responsibility of the Customer.

11. Limited Warranty: **Jump-2-It, LLC** warrants that the Rental Equipment leased under this Agreement will be in good working order when delivered. All equipment is supplied and maintained subject solely to this warranty. **Jump-2-It, LLC's** sole and exclusive obligations under this warranty is limited to repair or replacement of the rental equipment when **Jump-2-It, LLC** determines that it does not conform to this warranty. **Jump-2-It, LLC** makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **Jump-2-It, LLC** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in anyway attributable to the operation of, installation of, use of, or any failure of the rental equipment. **Jump-2-It, LLC** shall not be responsible for any defect or failure unknown to **Jump-2-It, LLC** at the time of delivery.

12. Cancellation Policy: If customer cancels the rental 7 days or more before the rental date, **Jump-2-It, LLC** will keep the deposit but the customer may apply it to a future rental within a 180 day period. If customer cancels the rental within 7 days of the rental date, **Jump-2-It, LLC** will keep the deposit and it may not be applied to a future rental.

13. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, county, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

14. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, **Jump-2-It, LLC** shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

15. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

16. Severability: If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

17. Entire Agreement: This Agreement constitutes the full agreement between **Jump-2-It, LLC** and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

Customer Signature

Date

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the equipment you are leasing from **Jump-2-It, LLC**. To ensure safe operation of the equipment, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the equipment to your representative from **Jump-2-It, LLC** before you begin use of the equipment.

Supervision: The safety of the children and your guests depends on you. Your personal supervision is absolutely required at all times. As the lessee of this rental unit, the safety of all the guests is your responsibility. As the adult supervisor, you should position yourself in close proximity of the rental unit and be prepared to assist guests whenever they are using the rental equipment.

Age Groups: 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 unit at the same time:

BOUNCER-- CHILDREN UP TO AGE 7: 9 -11 SLIDE--MAXIMUM 2 PEOPLE OF
CHILDREN AGES 8 – 12: 6 - 9 COMPARABLE WEIGHT,
CHILDREN AGES 12 - 15: 3 - 5 HEIGHT, & SIZE
NO ONE OVER THE AGE OF 15 ALLOWED IN THE INFLATABLES.

Shoes/Glasses/Jewelry: All riders MUST REMOVE SHOES, GLASSES, AND ALL LOOSE JEWELRY before playing in the inflatable. Socks must be worn at all times on the inflatable.

Pre-existing Health Conditions: Pregnant women, individuals with pre-existing injuries, and others susceptible to injury from falls, bumps or bouncing are not permitted in or on the inflatable unit at any time.

No Horse Play/Rough Play: Improper use of the inflatable includes flipping, wrestling, and riders piling on each other. Also, no pushing, shoving, running, horse play or rough play is allowed. Such activity may result in neck, back or other muscular-skeletal injuries or death to participants or bystanders.

Installation: Do not remove the Rental Equipment from the area where it was installed. If the equipment moves, pull it back to its original location of installation. Keep the equipment away from swimming pools and other sources of water at all times. Any damage that occurs to the equipment or any individual as a result of, or during the process of, moving the equipment will be the full legal and financial responsibility of the Customer. Any damage to the Rental Equipment may result in the Customer having to pay up to the full replacement value, including all applicable shipping charges and taxes, of the Rental Equipment.

Inclement Weather: Once there is a threat of inclement weather, including strong winds (at or in excess of 20 mph), thunderstorms (especially when lightening is present), or severe cold weather (below 38 degrees), children should immediately exit the inflatable. The blower should thereafter be switched off and removed, and the unit allowed to deflate.

Deflation: Should the unit begin to deflate, do the following: First, have all children exit the unit immediately. Next, 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. Never allow riders in or on a partially inflated unit.

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

General Misuse: Do not allow riders to play or climb on walls, sides or roof of inflatable. Do not allow the inflatable rub up against any outside surface. Unless previously authorized by Jump 2 It, LLC Inflatable Rentals, never place a water hose or water in general onto the inflatable. If the inflatable should become wet, have an adult wipe down unit before riders return. Inflatable should not be wet when riders enter the unit.

Negligence or Abuse: The following fees may be assessed for negligence or abuse of inflatable

1. Spilled food, drink, stains or the use of Silly String could result in a \$100-\$5000 cleaning, repair or replacement fee.
2. Negligence and damage to unit could result in a \$500-\$5000 Repair Fee, plus shipping.
3. If unit is not repairable a fee of \$3500-\$10,000 could result.

4. If the unit is not designated as a 'water inflatable', and it is intentionally gotten wet by the customer or users of the inflatable, then there will be a \$150 cleaning/wear & tear fee. Only units designated as a 'water inflatable' are designed to get wet, and any time a non-water unit gets wet, it weakens the material and causes permanent damage.

I hereby acknowledge, as witnessed by my signature, that I have read each of the above referenced safety rules cited in this agreement. I further acknowledge by my signature that I understand each of these rules and agree to abide by them completely.

Customer: _____
Print Name

_____ Sign Name

_____ Date