

Twin Cities Inflatables, Inc.

Customer Information

Name _____	Ground Type _____
Address _____	Sprinkler System _____
_____	Date _____
Phone _____	Time _____
Total _____	Item(s) Rented _____

Rental Agreement

It is the responsibility of the person or organization hiring this inflatable equipment to ensure that all possible precautions are taken to avoid injury to people or damage to the Inflatable. Please ensure that the following Safety Instructions are followed:

- 1) The number of children using the Inflatable will be limited according to age and size to avoid overcrowding
- 2) No food, drink or chewing gum on or around the Inflatable. This will avoid a choking risk and keep the unit clean and avoid any possible damage to the unit;
- 3) Shoes, glasses, jewelry, and badges **MUST** be removed before using the inflatable to avoid injury to children using the equipment and harm to the Inflatable. No pets, toys or sharp instruments on the inflatable at anytime;
- 4) No face paints, party poppers, streamers or silly string to be used either on or near the Inflatable. (Please note these products will cause damage to the Inflatable that cannot be repaired);
- 5) **NO** smoking on or around the Inflatable;
- 6) Climbing, hanging or sitting on walls is dangerous and must not be allowed;
- 7) Precautions must be taken to avoid children tracking mud or grass into the unit;
- 8) Children are not to push, collide, fight or behave in a manner likely to injure or cause distress to others;
- 9) No one is to be on the inflatable equipment during inflation or deflation as this is **DANGEROUS**;
- 10) Children must be clothed appropriately and any loose items must be removed from their pockets;
- 11) In the event that the blower stops working, all users must get off the inflatable immediately and calmly;
- 12) **THE MOST IMPORTANT RULE:** Children **CANNOT** play on the inflatable without Adult supervision. Adult supervision is necessary to enforce these rules for safe operation of the Inflatable.

FINES:

Customer is responsible for returning the inflatable in the same condition in which it was received. We reserve the right to assess a fine of \$75 for each hour spent cleaning the unit. The cost of any physical damages will be charged to customer.

X _____ INITIAL HERE AFTER READING RULES

**RELEASE AND WAIVER OF LIABILITY,
ASSUMPTION OF RISK AND INDEMNITY AGREEMENT**

This Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement (this "Release") is executed by the undersigned (hereinafter referred to as "Renter") this _____ day of _____, 20____, in favor of Twin Cities Inflatables, Inc., a Minnesota corporation (hereinafter referred to as "Twin Cities Inflatables").

In consideration of Renter's rental from Twin Cities Inflatables of certain inflatable equipment to be used by Renter, Renter's guests, invitees or other persons while in Renter's possession (hereinafter referred to as the "Equipment"), the sufficiency of which consideration is hereby acknowledged, RENTER, for Renter and Renter's personal representatives, heirs, and next of kin:

1. HEREBY RELEASES, WAIVES, AND FOREVER DISCHARGES Twin Cities Inflatables, its agents, employees, officers, directors and shareholders (each considered one of the "RELEASEES" herein) FROM ALL LIABILITY TO RENTER, Renter's personal representatives, assigns, heirs, and next of kin FOR ANY AND ALL LOSS OR DAMAGE, AND ANY CLAIMS OR DEMANDS THEREFOR ON ACCOUNT OF PERSONAL INJURY, DEATH, OR DAMAGE TO PROPERTY ARISING OUT OF OR RELATED TO RENTER'S RENTAL OF, POSSESSION OF, OR THE USE OF THE EQUIPMENT, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

2. HEREBY AGREES TO INDEMNIFY AND SAVE AND HOLD HARMLESS the Releasees and each of them FROM ANY LOSS, LIABILITY, DAMAGE, OR COST, including without limitation litigation expenses and attorneys' fees, THAT ANY RELEASEE MAY INCUR, ARISING OUT OF OR RELATED TO RENTER'S RENTAL OF, POSSESSION OF, OR THE USE OF, THE EQUIPMENT, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

3. ACKNOWLEDGES that use of the Equipment may involve INHERENTLY DANGEROUS ACTIVITIES AND THE RISK OF SERIOUS INJURY, DEATH AND/OR PROPERTY DAMAGE, AND HEREBY ASSUMES FULL RESPONSIBILITY FOR ANY RISK OF BODILY INJURY, DEATH OR PROPERTY DAMAGE arising out of or related to RENTER'S RENTAL OF, POSSESSION OF, OR THE USE OF, THE EQUIPMENT, WHETHER CAUSED OR ALLEGED TO BE CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE RELEASEES OR OTHERWISE.

4. ACKNOWLEDGES AND HEREBY AGREES THAT insurance for liability, health, and medical or disability coverage in any way related to Renter's rental of, possession of, or the use of the Equipment is the sole responsibility of Renter.

5. HEREBY AGREES THAT: (a) this Release is intended to be as broad and inclusive as permitted by the laws of the State of Minnesota and shall be governed by and interpreted in accordance with the laws of the State of Minnesota; (b) in the event that any clause or provision of this Release is determined to be invalid or unenforceable by a court of competent jurisdiction, such provision shall not otherwise affect the remaining provisions of this Release and the remainder of this Release shall continue to be enforceable to the fullest extent permitted by law; and (c) this Release represents the entire understanding of the parties with respect to the subject matter hereof, and there are no oral or other representations or statements that have been made by Twin Cities Inflatables with respect to the subject matter hereof.

I, THE UNDERSIGNED, HAVE READ THIS RELEASE, FULLY UNDERSTAND ITS TERMS, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS BY SIGNING IT, AND HAVE SIGNED IT FREELY AND WITHOUT ANY INDUCEMENT OR ASSURANCE OF ANY NATURE AND INTEND IT TO BE A COMPLETE AND UNCONDITIONAL RELEASE OF ALL LIABILITY TO THE GREATEST EXTENT ALLOWED BY LAW.

RENTER:

(Signature)

(Printed Name)

(Date)