

- The operator is responsible for ensuring that the size and number of persons entering the inflatable does not exceed the maximum.
- 9. FOOD, DRINKS, CANDY, ANIMALS, SHOES, JEWELLRY, SILLY STRING or SHARP OBJECTS are NOT allowed in the bouncers at any time.
- 10. Rentals that are set up on hard surfaces such as concrete or asphalt must be closely watched to prevent their moving. If the equipment moves off the provided tarp, damage or staining may occur on the bottom of the unit.
- 11. If the Lessee chooses to deflate the equipment prior to the arrival of the pick-up attendant, it must be re-inflated before it is packed up so a proper inspection can be done.

AT NO TIME SHOULD THE EQUIPMENT BE LEFT UNATTENDED!

NEGLIGENCE OR ABUSE: Lessee agrees to be responsible for any damage to 'Bounce Off the Walls' Rental equipment, if damage is incurred while the equipment is in the possession of the Renter. Damage fees vary but are estimated below:

- \$50 - \$100 for cleaning fees
- \$200 - \$500 for repairs
- \$4000 if the unit is not repairable

A. HOLD HARMLESS PROVISION:

Lessee agrees to indemnify and hold 'Bounce Off the Walls' harmless from any and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, including reasonable attorney's fees arising by reason of injury, damage, or death to persons or property, in connection with or resulting from the use of equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless 'Bounce Off the Walls' from injuries or damages incurred as a result of the use of said equipment unless 'Bounce Off the Walls' is operating the equipment and is deemed by a court of law to be negligent in its actions. Bounce Off the Walls cannot, under any circumstances, be held liable for injuries as a result of acts of God, nature, or other conditions beyond its control or knowledge. Lessee also agrees to indemnify and hold harmless 'Bounce Off the Walls' from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.

B. DUTY TO MITIGATE:

In the event of injury, damage or loss due to 'Bounce Off the Walls' negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damages or loss.

C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:

By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of injury, damage or loss due to 'Bounce Off the Walls' negligence.

D. DISCLAIMER OF WARRANTIES:

'Bounce Off the Walls' makes no warranties either expressed or implied as to the condition or performance of any equipment and /or property leased by Lessee from 'Bounce Off the Walls'. By signing this contract, Lessee agrees that any warranty of merchantability or fitness for a particular purpose is hereby disclaimed. By signing this contract, Lessee agrees that no express warranty as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed.

Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and /or property.

E. MERGER CLAUSE:

This signed Agreement contains the entire agreement between 'Bounce Off the Walls' and Lessee. No amendment, whether from previous or subsequent negotiations between 'Bounce Off the Walls' and the Lessee, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

Please note that in the event of an emergency or problems with equipment, it is up to the Lessee to contact 'Bounce Off the Walls' at 604-740-4027 or 604-886-3883 immediately in order to resolve the problem. If Lessee fails to contact us, 'Bounce Off the Walls' will not be responsible for any refunds.

Lessee Signature Lessor,
Responsible Party

'Bounce Off the Walls'