

reschedule. Once the unit is delivered full amount will be earned and no refund will be given due to conditions and/or improper location Init [REDACTED]

5. Liability and Indemnity. I, the undersigned, understand and acknowledge that play on an amusement device entails both known and unknown risks including, but not limited to, physical 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 **KINDAS Amusement Source** 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 **KINDAS Amusement Source** or anyone acting on behalf of **KINDAS Amusement Source** be required to incur attorney's fees and cost to enforce this agreement, I expressly agree to indemnify and hold **KINDAS Amusement Source** harmless for all such fees and cost. In the event I, the undersigned or any of my participants file a lawsuit against **KINDAS Amusement Source**, 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 **KINDAS Amusement Source** to use its equipment and facilities, the undersigned and its participants agree to indemnify and hold harmless **KINDAS Amusement Source** 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.

Init [REDACTED]

Lessee will indemnify Lessor and save it harmless from and against any and all claims, actions, damages, liability, and expense in connection with any and all loss of life, personal injury and/or damage to property, or for any other damages or liability, arising from or out of the renting, operation, occupancy or other use by Lessee of the rented property or any part thereof or any other part of Lessor's property, whether or not such loss, injury and/or damage is occasioned wholly or in part by any act or omission of Lessee, its agent, contractors or employees, or occasioned by persons using or operating the equipment or rented property at the express or implied invitation of the Lessee. Init [REDACTED]

6. Equipment Insurance. Only will apply to equipment rented from **KINDAS Amusement Source** at an additional charge. Line 5 above will continue into effect for any other damage (i.e., damage to personal property, loss of life, personal injury, etc.).

Init [REDACTED]

7. Utilities Charges and Fees. The Lessee agrees that it shall pay any and all utilities charges and fees necessary for the operation, occupancy or other use of the rented property, including but not limited to, water, electricity, sewer, and natural gas, and Lessee shall indemnify and hold Lessor harmless from any and all such charges or fees. Init [REDACTED]

8. Assignment. The Lessee shall not assign its right or interests under this Equipment Rental Agreement, nor sublease the whole or any part of the rented property. Init [REDACTED]

9. Nuisance. The Lessee shall be responsible and shall pay all damages and charges to any state or city government or any others for any nuisance made or suffered during the term of this Equipment Rental Agreement resulting from the operation, occupancy or other use of the rented property, and Lessee shall indemnify and hold Lessor harmless from any and all damages and charges. Init [REDACTED]

10. Unlawful, Improper or Offensive Use; Compliance with Laws. The Lessee shall not make nor allow to be made any unlawful, improper or offensive use of the rented property, and Lessee shall comply with any and all federal, state, and local laws, rules, and regulations, associated with the operation, and all fines, costs, damages, penalties or otherwise, assessed as a result of Lessee's failure to comply with any federal, state or local law, rule or regulation. Init [REDACTED]
The rented equipment shall be placed, erected and set up in a location and in a manner, which is deemed safe by Lessor, at Lessor's sole discretion. Lessor shall not be responsible for any claims, actions, damages, liability or expense occasioned by any misuse or improper use of the rented equipment Init [REDACTED]

11. No Warranties by Lessor. Lessor, not being the manufacturer of the rented property or equipment, nor the manufacturer's agent, makes no warranty or representation, either express or implied, as to the fitness, design or condition of, or as to the quality or capacity of the material, equipment, nor any warranty that the rented property or equipment will satisfy the requirement of any law, rule, specifications or contract which provides for specific machinery or operations, or special methods, it being agreed that all such risks, as between the lessor and the lessee are to be borne by the lessee at its sole risk and expense.

12. Liability for Damage to Equipment. Lessee shall be responsible for and shall pay for any and all damage caused or occasioned wholly or in part by any act or omission of Lessee, its agents, contractors or employees, or occasioned by persons using or operating the equipment or rented property at the express or implied invitation of the Lessee unless Lessee request Equipment Insurance. Init [REDACTED]

KINDAS Amusement Source shall not be liable for any damage, inconvenience, loss of use and enjoyment, or other loss, caused by any power outage, rain, or other acts of God. Init [redacted]

13. Lessee will follow the instructions on the attached document or equipment from the beginning to the end. A set of Rules and Direction are either displayed on the inflatable equipment/unit(s) or have been provided to the undersigned which He or She agree to follow and utilize at all times during operation and use of the unit, plus I the undersigned will have myself or a designee of my own to protect, supervise, and watch the unit(s) and guests of mine from wrongfully using the unit(s) from setup to takedown or otherwise stated by **KINDAS Amusement Source** representatives. Init [redacted]

14. Equipment will not be used for profit without the concern of **KINDAS Amusement Source**. Init [redacted]

15. KINDAS Amusement Source only rents party equipment. We do not provide supervisors or attendants for your event. Every unit is rented independently. If you require an attendant **KINDAS** can provide one for each unit at Lessee expense. Attendant will supervise one unit only. If more attendants are needed you will have to request them. Init [redacted]

16. If you request a costume, snack machine or any other item the supplies and person to wear costume is extra (i.e. tables, extension cords, ice, cooler.) **KINDAS Amusement Source** will not furnish anything extra unless agreed by both parties and printed down on agreement or proposal. **KINDAS will not be responsible for your "misunderstanding"**. You must read and understand for what you are paying for. Please follow attached instructions on what you will get if you request them. Init [redacted]

17. Lessee understand that he or she must be present between 7:00 am for setup and until pick-up time which at sometimes can be the next day. Lessee will be notified in advance for pick-up time. Init [redacted]

18. Lessee understand that the driver will not be back to pick up unit(s) until ending time. Make sure you plan accordingly to rental agreement. If you decide to end the party early you will still be responsible for unit(s) and stay in place until we arrive. If we have to go early and pick up an additional charge will apply. Charge will be \$50.00 or 20% of total rental equipment, whichever is more. Init [redacted]

19. I, the undersigned, acknowledge and certify that I have had sufficient opportunity to read the entire Rental Agreement and Acknowledgement of Risk, that I understand its content and that I execute it freely and without duress of any kind and agree to the terms herein stated. Init [redacted]

IN WITNESS WHEREOF, the parties hereto have executed this equipment Rental Agreement on the day and year written below.

Signature

BY: [redacted]
KINDAS Amusement Source

[redacted]
Lessee
[redacted]
If under 18, signature of parent or guardian

Date : [redacted]

Date : [redacted]