

Lease and Waiver Agreement

RELEASE AND WAIVER OF LIABILITY AND INDEMNITY AGREEMENT

IN CONSIDERATION of the foregoing lease, LESSEE acknowledges and agrees for himself, herself, and any personal representatives, heirs and next of kin that he, she assumes full responsibility for the safe use and operation of the PROPERTY leased herein during the entire time that the PROPERTY is under LESSEE'S care, custody or control. LESSEE warrants and represents that he, she or it will, at all times, supervise the safe use and operation of the PROPERTY leased herein. LESSEE further agrees that he/she is responsible for the full value of the PROPERTY leased herein in the event the PROPERTY is lost, stolen or damaged while in LESSEE'S care, custody or control. LESSOR makes no warranties or representations express or implied, about the safety of any or the PROPERTY leased.

IN FURTHER CONSIDERATION of this lease:

RELEASE

- (1) LESSEE HEREBY RELEASES, WAIVES, AND DISCHARGES LESSOR, including its agents, servants, employees, officers, directors, and shareholders, from and against any and all claims for damages suffered by any person or entity connected with the use or operation of any of the PROPERTY leased herein. This release is intended to include, but is not limited to, liability due to LESSOR'S negligence, regardless of whether such negligence is active or passive. This release is intended to discharge LESSOR from all liability for any injury to any and all person(s) and any and all property connected with the lease of the PROPERTY specified herein. This includes, but is not limited to, property damage, loss of the use of property, physical injury, death, enjoyment of life, loss of profits, injury to goodwill, injury to reputation, and all other forms of consequential injury and damage, regardless of how such injury or damage is called or characterized.

INDEMNIFICATION:

- (2) LESSEE shall be in full charge of the safe use and operation of the PROPERTY leased herein and promises and agrees to indemnify and hold lessor, including its agents, servants, employees, officers, directors, and shareholders, harmless from and against any and all claims, demands, expenses, and liabilities arising, or which may arise, from the use and operation of the PROPERTY lease herein.

LESSEE further expressly agrees that the foregoing RELEASE, WAIVER AND INDEMNITY AGREEMENT is intended to be as broad and inclusive as is permitted by New York State law and that if any portion of this agreement is determined to be invalid by a court of competent jurisdiction, then the remainder of this agreement shall remain in full force and effect.

(LESSEE) Initials_____

LIABILITY WAIVER

THE UNDERSIGNED, by his/her signature hereinafter affixed does acknowledge that any physical activities involve some element of personal risk and that, accordingly, in consideration for the undersigned waiving his/her claim against Bounce Houses Etc., LLC and their agents, servants, employees, officers, directors, and shareholders, the undersigned will be allowed to participate in any of the above physical activities.

By engaging in this activity, the undersigned acknowledges that he/she assumes the element of inherent risk and, in consideration for being allowed to engage in the activity, agrees to indemnify and hold harmless Bounce Houses Etc., LLC and their agents, servants, employees, officers, directors, and shareholders, harmless from any liability for personal injury, property damage or wrongful death caused by participation in this activity. Further, the undersigned agrees to indemnify and hold Bounce Houses Etc, LLC and their agents, servants, employees, officers, directors, and shareholders, harmless from any and all costs incurred including, but not limited to, actual attorney's fees that Bounce Houses Etc., LLC and their agents, servants, employees, officers, directors, and shareholders, may suffer by an actions or claim brought against them by anyone as a result of the undersigned's use of such facility.

Expectations of Lessee of Tents, Tables & Chairs

As discussed above—"LESSEE further agrees that he/she is responsible for the frill value of the PROPERTY leased herein in the event the PROPERTY is lost, stolen or damaged while in LESSEE'S care, custody or control."

"Frill Value" to be determined at time of incident by LESSOR.

Also, all tables and chairs need to be *cleaned* (and stacked) before the discussed time of pick-up or a *cleaning fee will be charged of \$50*.

DATE: _____

Participant Signed (LESSEE): _____

Participant Printed (LESSEE): _____

Rep. Signed of Bounce Houses Etc., LLC: _____

Rep. Printed of Bounce Houses Etc., LLC: _____