

Release and Waiver of Liability, Quilli's Family Fun Factory Inc.

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 the following:

PAYMENT AND CANCELLATION POLICY

1. Full payment is due no later than the day of the event prior to setup. Once the bouncers are erected, no refunds are available.
2. Bouncer rentals can be cancelled for any reason up to 48 hours prior to booking time at no cost. Cancellation after this time will incur the half cost of the rental(s).
3. Cancellation due to weather conditions may be placed up to 24 hours prior to booking tie at no cost. The lessee must contact Quilli's Family Fun Factory Inc. to cancel. Once the equipment arrives at the event payment is due and not refundable.
4. Customer agrees to a \$50.00 clean up fee per item if equipment or game(s) is excessively dirty upon pickup (i.e. candy, food, drinks, confetti, etc.).
5. Customer agrees to pay in full the replacement cost, including labor, for all damages to rental equipment or if it is lost or stolen.

GENERAL AND SAFETY RULES

1. Before delivery please guarantee adequate space around the inflatable, and that there are no obstructions (sharp objects, feces, etc.) and that the lawn is cut. Please measure if there is a gate to make sure we can wheel in the inflatables in without damaging the gate or the equipment.
2. Customer agrees to TURN OFF AUTOMATIC SPRINKLERS (if applicable). Please, DO NOT ALLOW SILLY STRING (or similar product), failure to do so requires a \$200.00 cleanup fee per item. These items can cause permanent discoloration and can remove the protective coating of the units.
3. Customer agrees to ensure that all users (or guardians) sign liability waivers.
4. No food, drink or chewing gum on or around the Inflatable. This will avoid a choking risk and keep the Unit clean.
5. Shoes, glasses, jewelry, and badges MUST be removed before using the inflatable to avoid injury to peoples using the equipment and harm to the Inflatable.
6. No face paints, party poppers, colored 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)
7. Customer agrees the right of Quilli's Family Fun Factory Inc. to enter the customer's premises at any time to repossess said equipment.
8. Climbing, hanging or sitting on walls is dangerous and must not be allowed.
9. Ensure Children are not pushing, colliding, fighting or behaving in a manner likely to injure or cause distress to others.
10. No pets, toys or sharp instruments on the inflatable at anytime.
11. Do not allow anyone to be on the inflatable equipment during inflation or deflation as this is DANGEROUS.

12. Please ensure that Children are not attempting somersaults and are clothed appropriately and that nothing can fall out of their pockets. Long hair must be tied back
13. In the event that the blower stops working, please ensure all users get off the inflatable immediately and calmly. Check the fuses and make sure the blower tube or deflation tube has not come undone or something has not blown onto and is obstructing the blower. In the event that it overheats, or loses power, switch the blower off at the mains, then switch it back on again 1 or 2 minutes later, and it should restart. If it does not, inform us immediately.

Quilli's Family Fun Factory Inc. reserves the right to photograph, film, video tape, or otherwise reproduce the image or video of any person who enters the event area and use the images or video on any promotional channels, be it electronic, print/digital or via the internet, without obtaining prior consent.(Example: air video and pictures with drones.)

13. **THE MOST IMPORTANT RULE:**

DO NOT let children play on the inflatable without Adult supervision. Adult supervision is necessary at all times to enforce these rules for safe operation of the Inflatable.

**X _____ INITIALS HERE AFTER READING RULES AND FOR
ADVERTISEMENT PERMISSION**

Release and Waiver of Liability, Quilli's Family Fun Factory Inc.

- I fully understand and acknowledge that my participation in such activities and/or use of a bouncer/waterslide and/or equipment may result in my injury or illness including but not limited to bodily injury, disease strains, fractures, partial and/or total paralysis, eye injury, heat stroke, heart attack, death or other ailments that could cause serious disability;
- I fully understand and acknowledge, for myself, my heirs and/or assigns, that by participating in this bouncer/waterslide and/or equipment, I am stating that I do not have any physical and/or mental condition, which would effect my ability to participate in this bouncer/waterslide and/or equipment, including but not limited to the following: back problems, heart conditions, pregnancy, epilepsy, motion sickness;
- I knowingly understand this bouncer/waterslide and/or equipment, and any others provided, can be physically intense and usually results in the participant falling. I understand the rules of play and will comply with all rules and regulations. If I observe any unusual or unnecessary hazard during my participation, I will stop the hazard immediately;

Lessee acknowledges and represents that is has adequate homeowner's insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to itself, its guests or its invitees from the use of the unit being rented or else lessee agrees to bear the cost of defense and liability of any such injury or damage itself.

- I, for myself and on behalf of my heirs, assigns, personal representatives and next of kin, hereby release and hold harmless from liability Quilli's Family Fun Factory Inc. suppliers/vendors/contractors Quilli's Family Fun Factory Inc. Renter's hosting organization(s), their officers, officials, agents and/or employees with respect to any and all injury, disability, death, or loss or damage to person or property, whether caused by the negligence Quilli's Family Fun Factory Inc., its officers, officials, agents and/or employees and/or any of its affiliates identified herein or otherwise; and
- I understand and agree that this Release of Liability Agreement covers each and every bouncer/waterslide and/or equipment, in which I participate hereafter. I have read the forgoing RELEASE AND WAIVER OF LIABILITY AGREEMENT, and my signature below expressly acknowledges that I fully understand and agree to the terms contained in the forgoing RELEASE AND WAIVER OF LIABILITY AGREEMENT, and I understand that I have given up substantial rights by signing this document. As such, I hereby sign this RELEASE AND WAIVER OF LIABILITY AGREEMENT freely and voluntarily and without any inducement or duress.

APPROVED AND ACCEPTED:

Dated this _____ day of _____, 2017.

Name: _____

Customer/Renter Print Name Customer/Renter Signature

Address: _____