

Big Island Splash and Bounce, LLC

TERMS AND CONDITIONS

Driver pick-up time is approximate. Customer is responsible for, and required to stay with all the equipment until it is picked up by our representative, or other arrangements have been made.

1. Safety/Operating Instructions: In addition to the information set forth in this agreement, the customer acknowledges that there is safety and operating instructions on the equipment delivered and agrees to read those instructions and operate the equipment, or allow the equipment to be operated or used, in accordance with those instructions. Customer further acknowledges and understands that **Big Island Splash and Bounce, LLC** has not agreed to nor have they provided any operators with this rented equipment, and that customer, is solely responsible for the correct and safe operation of this equipment. Customer understands that children's safety depends upon customer providing AT ALL TIMES correct operation of and the use of the equipment. Customer further agrees to keep all equipment away from swimming pool(s) and customer understands and agrees that they will not operate any electrical equipment near water. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to keep and maintain all safety rules for the correct, safe operation and installation and use of all equipment, and to assume any and all risk of injury or damage. In particular, customer will not permit the equipment to be operated by anyone who is not fully qualified and who has not received instruction from customer on the safe operation and use of the equipment, nor shall customer allow any person to use or operate the Equipment when it is in need of repair or when it is in an unsafe condition or situation.

2. General Release/indemnity/hold harmless: I, _____ 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 **Big Island Splash and Bounce, LLC.** 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 **Big Island Splash and Bounce, LLC.** or anyone acting on behalf of **Big Island Splash and Bounce, LLC.** be required to incur attorney's fees and costs to enforce this agreement, I expressly agree to indemnify and hold **Big Island Splash and Bounce, LLC.** harmless for all such fees and costs. In the event I, the undersigned, or any of my participants file a lawsuit against **Big Island Splash and Bounce, LLC.**, it is agreed to do so solely in the State of **Hawaii.** 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 **Big Island Splash and Bounce, LLC.** to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless **Big Island Splash and Bounce, LLC.** 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. A set of Rules and Direction either are displayed on the bounce house/unit or have been provided to the undersigned, which I agree to follow and utilize at all times during operation and use of the unit.

I, _____, HAVE READ AND UNDERSTAND THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE FOLLOWING PAGES, AND AGREE TO BE BOUND BY THEM. I FURTHER WARRANT AND REPRESENT THAT I AM THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE EQUIPMENT AND TO SIGN THIS AGREEMENT.

SIGNATURE _____ DATE _____

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ADDITIONAL TERMS AND CONDITIONS

In consideration of the hiring of that certain Rental Equipment described on the invoice page of this Rental Agreement and General Release and in addition to all of the terms and condition set forth on the previous page of this agreement, the parties do further agree as follows:

3. Identity of parties: For the purposes of this Rental Agreement. "Customer" shall mean **Lessee** the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.

4. Equipment, Rent, Payment, and Term of Rental Agreement: Customer rents from **Big Island Splash and Bounce, LLC.** certain equipment described on the invoice page of this Agreement. The rental fee set forth is payable as follows, a \$50 deposit (money order or check, or paypal) received with this signed contract to reserve equipment, the remainder is due in full at time of delivery and must be paid by cash, cashiers check or money order, and the rental term shall be that listed as **Reservation Date:** on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Rental Agreement shall run from actual delivery of the Rental Equipment to the actual pick up of the Rental Equipment by **Big Island Splash and Bounce, LLC.** If the Equipment is delivered by **Big Island Splash and Bounce, LLC.** and accepted by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the Equipment due to weather or other causes.

5. Returned Check policy: In the event that a check is returned to **Big Island Splash and Bounce, LLC.** for insufficient funds customer agrees to pay the total rental price as well as an additional \$25.00.

6. Weather: Big Island Splash and Bounce, LLC. cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that the inflatable equipment and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightening. In the event of severe weather during a rental, customer agrees that he /she/they will unplug the inflatable, allow it to deflate, and not use the inflatable until the severe weather ends.

7. Delivery: Big Island Splash and Bounce, LLC. shall deliver the Rental Equipment to the **Address** specified by Customer as listed on the invoice page of this Agreement. Customer grants to **Big Island Splash and Bounce, LLC.** true right to enter the property for delivery, and required set up, if any, and for subsequent pick up of the Rental Equipment and any associated equipment or packing materials at the approximate specified times.

8. Receipt/inspection of Rental Equipment: Customer hires the Rental Equipment on an "as is" basis. Customer acknowledges that Customer has inspected the installation of the rental equipment and will personally inspect the rental items prior to its use, and will read the operating/safety instructions prior to use. Customer specifically agrees that such rental items will not be used if Customer finds that it is not suitable for Customer's needs. Customer acknowledges receipt of all items listed in this Rental Agreement, and that they are in good working order.

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9. Possession/Title: Customers right to possession of the Rental Equipment begins upon the items being delivered to Customer's premises and terminates on the actual pick up by **Big Island Splash and Bounce, LLC.** Retention of possession or any failure to permit the pickup of the item(s) at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the Equipment is not returned for any reason, including theft, the Customer is obligated to pay to **Big Island Splash and Bounce, LLC.** the full replacement value for such Equipment listed on the invoice page of this Agreement, plus any and all incidental costs associated with the attempted pick up or recovery of the Equipment by **Big Island Splash and Bounce, LLC.** Title to the rental items is and shall remain in **Big Island Splash and Bounce, LLC.** Customer agrees to keep the Rental Equipment in his/her/their custody and control from the time of **Big Island , LLC,** delivery of the items, until **Big Island Splash and Bounce, LLC.** picks up such items. Customer shall not cause nor permit these items, or any of them, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If rental items are not returned and/or levied upon for any reason whatsoever, **Big Island Splash and Bounce, LLC.** may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold **Big Island Splash and Bounce, LLC.** harmless from any and all claims and costs arising from such retaking and/or levy. If rental items are levied upon, or otherwise moved from Delivery Address, Customer shall notify **Big Island Splash and Bounce, LLC.** immediately.

10. Care of the Rental Equipment: Customer shall be responsible for any and all damage to any of the Rental Equipment not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the **Big Island Splash and Bounce, LLC.** inflatable bouncer, slide or generator for any and all damage which is not "ordinary wear and tear" in an amount equal to the replacement value of the rental equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, cutting or tearing of vinyl or netting, damage due to overturning, overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non approved food, paint, face paint or face makeup, silly string , mud, clay, or other materials.

11. Equipment Problems: Should any equipment develop a problem, or does not function correctly at anytime, or Customer does not understand the operating Instructions. Customer agrees to immediately cease use of that equipment. In particular, if the inflatable unit begins to deflate, customer will immediately have the riders exit the unit and then check for one of the following conditions: 1) The motor has stopped; in which case check the power cord connection at the outlet where the unit plugs into the house to make sure that it has not been unplugged; 2) If motor continues to run, check for blockage of the air intake screen on the side of the blower unit. Also, check both air tubes on the back of the unit for snugness and tighten the ties if necessary; 3) If either of these steps corrects the problem, fully re-inflate the unit prior to permitting anyone to use the unit 4) If you cannot correct the problem, call our office at **(808) 333-7496 or (907) 304-1648.**

12. Specific Rules and Instructions for the inflatable equipment: The following rules and warnings must be obeyed in the use of inflatable equipment: A) All safety and operating instructions contained on the inflatable must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the inflatable unit, this causes irreparable damage to the inflatable, and Customer acknowledges that if the

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inflatable is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by **Big Island Splash and Bounce, LLC.** and shall be immediately due and payable by Customer D) **WARNING** - extra caution and supervision are required for children ages three (3) and under. Please be aware that photographs taken by Big Island Splash and bounce staff may be used in advertising and on our website.

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E) **WARNING** - It is unsafe to stay in inflatable if winds exceed 15 miles per hour (MPH). Have all persons exit inflatable, then unplug the blower unit and let inflatable deflate. F)

WARNING - Individuals with head, neck, back or other muscular-skeletal injuries or disabilities, pregnant women, small infants, and others who may be susceptible to injury from falls, bumps or bouncing are not permitted in the unit at any time. G) Do not move the inflatable from the location where set-up. H) If the inflatable unit moves, pull corner(s) back to their original location(s) and re-secure; for other questions regarding the safe installation of equipment, please call our office at **(808) 333-7496 or (907) 304-1648**. I) Do not let the inflatable unit rub up against any surface.

13. Limited Warranty: Big Island Splash and Bounce, LLC There is no warranty or representation that the rental equipment is fit for Customer's particular intended use, or that it is free of latent defects. **Big Island Splash and Bounce, LLC** shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to the operation of, installation of, use of, or any failure of the rental equipment. **Big Island Splash and Bounce, LLC** shall not be responsible for any defect or failure unknown to **Big Island Splash and Bounce, LLC** at the time of delivery.

14. Cancellation Policy: Customer will receive a full refund of deposit with cancellation at least 2 weeks prior to reservation date. If customer cancels less than 2 weeks prior to reservation date **Big Island Splash and Bounce, LLC** will keep the deposit but customer may apply it to a future rental within a 30-day period.

15. Compliance with Laws: Customer agrees not to use or allow anyone to use the rental equipment for any illegal purpose, in any illegal manner, or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, parishes, state, federal, or other governmental or quasi-governmental laws, ordinances and/or regulations that may apply to the use of the rental equipment during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the rental equipment, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.

16. Legal Fees: In the event that an attorney is retained to enforce any provision of the Agreement, the prevailing party shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding, in an amount to be determined by the court or arbitrator.

17. Customer Acknowledgment: Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.

18. Severability: If any of the terms or conditions of this Agreement is found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.

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19. Entire Agreement: This Agreement constitutes the full agreement between **Big Island Splash and Bounce, LLC** and Customer. Any prior agreements, whether written or oral, promises, negotiations, or representations not expressly set forth herein shall be of no force or effect. Customer acknowledges the receipt of the Rental Equipment that is the subject of this Rental Agreement and General Release and the fact that it is in good working order.

Signature _____ Date _____

RULES GOVERNING THE SAFE OPERATION OF EQUIPMENT

The following rules detail safe operational guidelines for the inflatable equipment you are leasing from **Big Island Splash and Bounce, LLC**. To ensure safe operation of the inflatable, it is in your best interests to have these rules read aloud by a company representative. Further, you are encouraged to direct any questions you may have about the operation of the inflatable to your representative from **Big Island Splash and Bounce, LLC** before you begin use of the equipment.

Supervision: The safety of the children depends on you. Your personal supervision is absolutely required at all times. As the lessee of this inflatable unit, the safety of all the riders is your responsibility. As the adult supervisor, you should position yourself in close proximity of the entrance to the ride and be prepared to assist riders when they enter/exit the ride.

No more than 6 children in the Bouncy House at a time, not weighing more than 120lbs each, no adults. Please use care when children of different age groups are bouncing. Children 3 and over only on the water slide, no adults. No more than 1 child on the slide at a time, no more than 2 children on the stairs or waiting to slide at a time, no more than 2 children in the pool at a time.