

GOTTA-B-BOUNCIN INC.

11687 Venetian Ave. Boca Raton, Fl. 33428

561-703-0236**ACKNOWLEDGEMENT OF RISK, ACCEPTANCE OF RESPONSIBILITY & RELEASE OF LIABILITY
THIS DOCUMENT AFFECTS YOUR LEGAL RIGHTS. YOU MUST READ & UNDERSTAND BEFORE SIGNING.**

DUTY OF PARTICIPANTS: It is recognized that some recreational activities conducted by Gotta -B- Bouncin INC. are hazardous to participants regardless of all feasible safety measures, which we can take. All participants shall have a duty to act as a reasonably prudent person when engaging in the recreational activities which are offered by GOTTA-B-BOUNCIN INC. referred to hereafter as the LESSOR. For the purpose of this agreement, the undersigned, the LESSEE hires Gotta -B- Bouncin INC. as the LESSOR of said inflatable unit(s) and associated equipment.

I- the LESSEE, hereby covenant & agree to the following rules & agree to be held accountable to enforce these rules;

A) SAFETY DEPENDS UPON YOU. YOUR PERSONAL SUPERVISION IS ABSOLUTELY REQUIRED AT ALL TIMES. AS THE LESSEE OF THE UNIT, THE SAFETY OF ALL PARTICIPANTS IS YOUR RESPONSIBILITY.

B) no pets, oil, gum, food, drinks, candy, sticky substances, shoes, sharp objects, eyeglasses, jewelery are allowed in unit(s).If upon pick-up, such cleaning is required, a minimum of \$150.00 cleaning fee shall be automatically imposed & immediately due & payable by LESSEE.

C) No "Silly String" is permitted to come in contact with the inside or outside of the unit(s) as this causes irreparable damage to the inflatable (s), and LESSEE acknowledges that if unit(s) is damaged by "Silly String", then a \$1000.00 fee shall be automatically imposed by the LESSOR and shall be immediately due and payable by the LESSEE. Any evidence of purposely destroying the unit, and/or its attachments, generator (if rented) and/or its attachments, any missing attachments, or theft of any kind, LESSEE agrees to immediately remit a full value replacement payment to LESSOR for same or similar item at the current replacement value or for any and all costs and expenses for repairs to such items.

D) Only compatible size & groups play in the unit at one time.

E)WARNING-Not recommended for children three (3) and under, extra caution and supervision are required.

F) WARNING-Individuals with neck, back, head or other musculoskeletal injuries or disabilities, pregnant women, small infants & others susceptible to injury from falls, bumps or bouncing are not permitted in the unit(s) at any time. To avoid neck & back injuries, **ROUGH PLAY & FLIPS ARE NOT ALLOWED. During hot summer months, it is recommended to wear socks while in bouncers as continuous sun can tend to make bouncers hot and could cause minor skin irritations. The Funhouse slide should be occasionally wet down for same reasons during hotter summer months as well.**

G) DO NOT move unit(s) from its original installation location. If the unit(s) moves, pull the corner(s) back to its original location of installation and re-secure. CAUTION: Keep the unit(s) away from swimming pools.

H) I-the LESSEE agree not to engage in any act or allow any act that shall interfere with the running or operation of this rental unit(s) when such activities do not conform to the rules and regulations of the State of Florida.

I) I-the LESSEE agree not to engage in the use of the LESSOR'S equipment of facilities or services or permit the use of the LESSOR'S equipment, if I-the Lessee do not have the ability to use such facilities, equipment or services safely with instructions and/or I-the LESSEE do not have the ability to use such facilities, equipment or services safely with instructions and/or until I-the LESSEE have requested and received sufficient instruction to permit safe usage.

J) I-the LESSEE will not engage or allow any harmful conduct or willfully or negligently engage in any type of conduct, which contributes to or causes injury to any one person. (Refer to letter F above)

K) I-the LESSEE, being fully aware that this activity entails risk or injuries to myself & risk or injury to spectators or third-parties as a result of my actions, expressly agree, covenant and promise to accept & assume all responsibility & risk for injury, death, damage to myself, my property, spectators or other third-parties arising from participation in this activity.

SPECIAL INSTRUCTIONS: DO NOT intentionally deflate unit(s) at any time, except for inclement weather or if advised by the Lessor. If unit should begin to unexpectedly deflate, Lessee must have everyone safely and quickly exit the unit and then: (a) the blower may have stopped;test on-off blower switch, then check cord connection at GFCI outlet and blower. Remember to keep only inflatable extension cord on the outlet. If there is no electricity check for tripped breakers in your home's electrical panel, reset if necessary. (b) If the blower is continuing to run, check the air intake on the side of the motor for blockage, check the inflation tube connection at blower motor for snugness-re-secure if necessary. If you cannot detect the problem call us immediately: (561)703-0236 or (561)929-4423.

ACKNOWLEDGEMENT, ACCEPTANCE OF RISK, HOLD HARMLESS PROVISIONS:

LESSEE shall be in charge of the unit & is fully responsible for its operation, safety of all persons & return of the unit(s) in good working order. LESSEE acknowledges they are liable for following safe usage instructions as well as liable for damage to rented unit(s). LESSEE acknowledges that LESSOR & its Officers, Employees, & Agents are not responsible for injury occurring to LESSEE, guests of LESSEE, nor any other persons, known or unknown to LESSEE, on account of the unit(s). LESSEE agrees to defend, indemnify & hold harmless GOTTA-B-BOUCIN INC. & its Officers, Employees, & Agents from & against any & all liabilities, claims, actions, suits, judgments, proceeding costs, expenses, damages 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 the equipment including but not limited to the Manufacture, selection, delivery, possession, use, operation or return of the equipment, including but not limited to the equipment, however caused, whether known or unknown to LESSEE, while in actual or constructive possession of rental equipment. LESSEE hereby releases and holds harmless LESSOR from injuries, death, damages, claim or liability incurred as a result of the use or negligence whether active or passive of said equipment unless LESSOR is operating the equipment and is deemed by a court of law to be negligent in its actions. LESSOR 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. The LESSEE further acknowledges & understands that the activity that the LESSEE is about to voluntarily engage in as a participant and/or volunteer bears certain known risks & unanticipated risks which could result in injury-physical or mental, death or damage to his or her self or property, to spectators or other third-parties in the event of injury, damage or loss due to LESSOR'S negligence, LESSEE, agrees to & assumes the duty to mitigate all costs resulting from said injury, damage or loss. LESSEE's participation in this activity is purely voluntary; no one is forcing LESSEE to participate & elects to participate in spite of the known & unknown risks.

EQUIPMENT, PAYMENT AND TERM OF RENTAL AGREEMENT: LESSEE agrees to rent equipment and associated equipment identified in this agreement. The Balance Due is set forth as payable in full & in advance from stated Start Time. Start time & End Time is the "Rental Period" but all of the LESSEE'S obligations arising under this agreement shall run from the actual delivery to actual pickup of equipment by the LESSOR. LESSOR cannot guarantee weather conditions, thus once unit(s) are delivered & accepted by the LESSEE, then LESSEE shall not be entitled to any refund whatsoever due to weather conditions prohibiting safe use of the unit(s), nor if LESSEE elects not to use said equipment due to weather conditions.

RECEIPT/INSPECTIONS OR RENTAL EQUIPMENT: LESSOR makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by LESSEE from LESSOR. 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 acknowledges receipt of inflatable unit(s) & all associated equipment on this agreement and they are in good working order.

DELIVERY: LESSOR shall deliver the equipment to the agreed location. Except as provided herein, all charges in delivering and subsequent pick-up of the unit(s) with respect to the delivery address is included in the rental fee. LESSEE grants LESSOR right to enter said property for the delivery, setup and subsequent pick-up of the unit(s) and associated equipment at the approximately specified times without delay. LESSEE agrees to keep the unit(s) in his/her custody and not to sublease, rent, sell, or remove from the delivery address or otherwise transfer such unit(s). The unit(s) must remain on the agreed property of the LESSEE until which time may be removed only by the LESSOR and/or designee.

MAINTANENCE: LESSEE agrees to keep the unit(s) in same condition as when received, ordinary wear expected. No alteration in or attachments, including graffiti to the unit(s) will be made to the unit(s). In the event unit(s) is damaged LESSEE agrees to immediately compensate the LESSOR for all costs of repairs and expenses. If unit(s) is irreparable, Lessee agrees to immediately remit a full value replacement payment to LESSOR for the same or similar unit at the current replacement value.

LAWN DAMAGE: The LESSOR cannot guarantee that the inflatable will not have an adverse affect on the LESSEE'S lawn. Due to the weight of the inflatable and the length of time it is in use, flattened, soiled, burned blades or grass are common, but not permanent. The grass typically recovers within a week or so without any specialized maintenance, other than regular watering.

INCLEMENT WEATHER/RAIN POLICY: DURING PERIOD OF STORMY OR SEVERE WEATHER CONDITIONS (i.e... RAIN, HIGHWIND (15-20MPH), LIGHTING, ETC) LESSOR, GOTTA-B-BOUNCIN INC. RESERVES THE RIGHT TO CANCEL YOUR RESERVATIONS AT ANY TIME DUE TO INCLEMENT WEATHER CONDITIONS. REFER TO WIND/RAIN INFO SHEET GIVEN AT TIME OF RENTAL FOR GUIDANCE. IF HIGH WIND IS PRESENT DURING RENTAL, **IMMEDIATELY UNPLUG/ DEFLATE THE UNIT.**

RETURN CHECK POLICY: There will be a MINIMUM \$30.00 service charge for dishonored checks and all worthless checks will be submitted to the State Attorney's Office for imposition of criminal sanctions. (Florida Statute-832.05, s.775.082 or s.775.083)

MISCELLANEOUS INFORMATION:

SAFE OPERATION ACKNOWLEDGMENT: LESSEE ACKNOWLEDGES THAT LESSEE HAS BEEN INSTRUCTED ABOUT AND FULLY UNDERSTANDS THE SAFE OPERATION OF THE UNIT(S) THAT IS THE SUBJECT OF THIS RENTAL AGREEMENT. LESSEE AGREES TO OBSERVE ALL SAFETY PRECAUTIONS AND ACKNOWLEDGES THERE ARE SAFETY AND OPERATING INSTRUCTIONS CLEARLY POSTED ON THE UNIT(S) DELIVERED. LESSEE ALSO REPRESENTS AND WARRANTS THE SAFE RETURN OF THE UNIT(S), ATTACHMENTS, AND GENERATORS AND HEREBY AGREES TO PAY FULL REPLACEMENT COST IF DAMAGED, NOT RETURNED, OR NOT IN WORKING ORDER.

ENTIRE AGREEMENT: This signed contract encompasses the entire agreement between Lessee and Lessor. Lessee acknowledges they have had a sufficient opportunity to read this entire Rental Agreement and agree to be bound by the Terms and Conditions on both sides and they execute it freely, intelligently and without duress. No amendment, whether from previous or subsequent negotiations between the lessee & lessor, shall be valid or enforceable unless in writing & signed by all parties to this contract. the invalidity or unenforceability or any particular provision of this agreement shall not effect the other provisions hereof.

RELEASE: IN CONSIDERATION OF THE SERVICES AND OR PROPERTY PROVIDED, I-THE LESSEE, FOR ANY ADULTS AND ANY MINOR CHILDREN FOR WHICH I-THE LESSEE, AM THE PARENT, LEGAL GUARDIAN OR OTHERWISE RESPONSIBLE, ANY HEIRS, PERSONAL REPRESENTATIVES, OR ANYONE ELSE, I-THE LESSEE ALLOW TO USE THE EQUIPMENT, OR ASSIGNS, DO HEREBY RELEASE GOTTA-B-BOUNCIN INC., ITS PRINCIPALS, DIRECTORS, OFFICERS,

AGENTS, EMPLOYEES AND VOLUNTEERS FROM ANY LIABILITY AND WAIVE ANY CLAIM FOR DAMAGES ARISING FROM ANY CAUSE WHATSOEVER (EXCEPT THAT WHICH IS GROSS NEGLIGENCE). BY SIGNING THIS CONTRACT, LESSEE AGREES TO FORGO SEEKING ANY CONSEQUENTIAL DAMAGES IN THE EVENT OF INJURY , DAMAGE OR LOSS DUE TO LESSOR'S NEGLIGENCE.

My signature below indicates that I have read this entire document in its entirety and understand it completely & agree to be bounded by its terms.

LESSEE SIGNATURE _____ LESSEE PRINTED
NAME _____

ADDRESS: _____ LESSEE Telephone# _____

DATE _____

PARTY _____

ADDRESS _____