

JUMPING JACKS

O F K E N T U C K Y

PROVISIONS

All contracts between the Insured (the Lessor) and the Lessee are to contain all of the following provisions:

- A. HOLD HARMLESS PROVISION:** Lessee agrees to indemnify and hold Lessor harmless from all and all claims, actions, suits, proceeding costs, expenses, damages and liabilities, 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 cite equipment including, but not limited to the manufacture, selection, delivery, possession, use, operation, or return of the equipment. Lessee hereby releases and holds harmless lesser from injuries or damages incurred as a result of the use of said equipment unless lesser 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. Lessee also agrees to indemnify and hold harmless lesser from any loss, damage, theft, or destruction of the equipment during the term of this contract and any extension thereof.
- B. DUTY TO MITIGATE:** In the event of injury, damage or loss due to Lessor's negligence, Lessee agrees and assumes the duty to mitigate all costs resulting from said injury, damage or
- C. DISCLAIMER OF CONSEQUENTIAL DAMAGES:** By signing this contract, Lessee agrees to forego seeking any consequential damages in the event of any injury, damage or loss due to Lessor's negligence.
- D. DISCLAIMER OF WARRANTIES:** Lessor makes no warranties either expressed or implied as to the condition or performance of any equipment and/or property leased by Lessee is hereby disclaimed. Lessee understands that the only warranties pertaining to the condition or pertaining of said equipment and/or property is that which is stated on the instruction manual for said equipment and/or property.
- E. MERGER CLAUSE:** This signed Agreement in conjunction with the signed Instruction Manual and Reservation Form contains the entire agreement between the Lessor and the Lessee. No amendment, whether from previous or subsequent negotiations between the Lessee and the Lessor, shall be valid or enforceable unless in writing and signed by all parties to this contract. The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions hereof.

ASSUMPTION OF RISK

Important – the following is important safety information and a legal document wherein you are assuming risk – please read carefully.

This document constitutes a warning about certain safety precautions that you must undertake in the rental of the inflatable device (hereafter referred to as the "Device"). This document also constitutes a Contract between you, as the person renting the device, and Jumping Jacks of Kentucky, as the entity renting the Device to you.

A. IMPORTANT SAFETY INFORMATION: The Device that you are renting from us is reasonable fit, suitable and safe for its intended purpose as an inflatable Device to be enjoyed at a party or social gathering. Nevertheless, there are important safety matters that you must be aware of and follow as the person responsible for the Device.

First, this Device must NEVER be left unattended by YOU while it is inflated. If you decide to delegate this task to someone else, such as another family member or you do so at YOUR OWN RISK and you must assure that the family member or spouse is aware of the potential risks of the device, particularly that there is water in the associated pool, and precautions must be taken to ensure that the people gathered at your social function use the device properly and NEVER use it while it is unattended.

Second, you must not leave the Device inflated after you have finished using it. Rather, you MUST deflate the Device. You may, of course, decide to reinflate the Device for use later on the same day or the following days during the rental period, but the inflated Device must be properly monitored as noted above.

BY SIGNING OR INITIALING THIS PART OF THE DOCUMENT, YOU ACKNOWLEDGE THAT YOU HAVE READ THE FOREGOING AND AGREE TO THESE SAFETY INSTRUCTIONS.

B. ASSUMPTION OF RISK PROVISION: You, as the person renting the equipment, agree legally that you release Jumping Jacks of Kentucky from any and all injuries or damages incurred arising out of the use of the Device. You thus legally assume the risk of properly monitoring the Device, including making sure that you personally observe the safe use of the inflatable device at all times while it is in its inflated state. You further assume the risk and agree that while the Device is not being actively used, you will not leave it unattended and inflated, but rather will deflate the Device. You acknowledge Jumping Jacks of Kentucky has advised you of the attendant risks related to the Device and you are willing to assume those risks as set forth in this rental agreement and be legally bound by this agreement.