



RENTAL AGREEMENT AND WAIVER OF LIABILITY

Between

FLY TIMES INFLATABLES & PARTY RENTALS "Fly Times"

and

_____ (Renter's name) the "Renter"
of _____ (address)

Equipment to be set up/used at _____
_____ (Renter's phone #)

This Rental Agreement and Waiver of Liability is in regard to the rental of
_____ (Description of rental property),
the "Rented Property".

1. The Renter agrees that the Rented Property will be in their care and control from the time that it is released from the possession of the employees/ owners/ agents of Fly Times until such time that it is returned to the possession of the employees/ owners/ agents of Fly Times.
2. The Renter declares the information provided in this form to be correct in all respects.
3. The Renter confirms that they are 18 years of age or older.
4. The Renter confirms they have chosen to rent and use the Rented Property at their own risk. **The Renter assumes all risks inherent in the operation and use of the Rented Property by anyone during their rental time, and agrees to assume the entire responsibility for the defense of any claims whatsoever regarding the same. The Renter indemnifies, releases, and holds Fly Times harmless from any and all claims and liability for damage to property or bodily injury, including death to the Renter, their children, their family members, children in their care, the Renter's heirs, and guests, resulting from the use, condition, operation, or possession of the Rented Property. The Renter agrees not to hold Fly Times, or its owners/ employees/ agents liable for any injury/damages/ death to persons or property caused by the use/misuse of the Rented Property. The Renter acknowledges and agrees that there is an inherent danger and risk for injury, paralysis, and death from the use of the Rented Property, and nonetheless assumes full responsibility for the same.**
5. The Renter agrees that they will comply with the written and verbal directions and conditions of use given by the employees/ owners/ agents of Fly Times. This includes, but is not limited to: the amount of individuals allowed to use the Rented Property at the same time; the use of the property in a way that users are likely to collide or injury/ distress to others; the procedure for setting up and taking down the Rented Property (including but not limited to the tie down of the rental property, not having users in or near the rental property while it is being inflated or deflated, and how to immediately and calmly evacuate the rental property in the event that the property is deflating), the prohibition of the consumption of food/ drink/ and candy while using the Rented Property; returning the property in a clean and undamaged condition; prohibition of users having shoes/ pets/ sharp objects/ glasses/ jewelry/ items in their pockets while using the Rental Property; prohibition of climbing/ hanging/ sitting on the Rental Property; prohibition of smoking/ BBQing/ having a heat source near the rental property,

and prohibition from having the Rented Property set up or using the Rented Property when wind gusts of 30 km/ hour or more are present.

- 6. The Renter shall not permit the Rental Property to be used by those who are not physically, mentally, or emotionally fit to participate in the use of the same.
- 7. Location: The rented equipment shall be at the address/location specified by the customer, which address appears on the rental agreement and the customer grants Fly Times the right to enter said property.
- 8. The Renter agrees to supervise all persons that come in contact with the Rented Property from the time that it is released from the possession of the employees/ owners/ agents of Fly Times until such time that it is returned to the possession of the employees/ owners/ agents of Fly Times. The Renter shall personally supervise such persons, or ensure that the same is done by another responsible person who is of 18 years of age or older and is aware of the rules as advised by the employees/ agents/ owners of Fly Times. The waiver of liability given in this agreement shall not be affected if the Renter delegates this supervision to another.

The Renter acknowledges that they had sufficient time to read the above Agreement for Rental and Waiver of Liability, and understands the same. The Renter agrees to comply with the directions and conditions of use, and ensure that all those use the Rented Property while it is in the Renter’s custody shall comply with all the directions and conditions of use.

Dated: _____

Customer Name: _____
(Printed)

Customer Signature: _____
(Signed)

Witness Name: _____
(Printed)

Witness Signature: _____
(Signed)

Payment for the rental of the Rented Property is to be paid with: <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Etransfer

The renter will incur further charges of \$ _____ / day should the Rented Property be returned late; as well as a further \$ _____ should the Rented Property become damaged or dirty while in the Renter’s custody. The Renter agrees to pay 8% interest/ month on any outstanding fees.