

K & K Fun Time, Inc.
Party Time Tent Rental
101 Newton Avenue NE
Watertown, MN 55388
 Kevin - 952-292-5576
www.kkfuntime.com



Rental Agreement, Release & Acknowledgement of Risks

Customer (renter): _____
 Rental Date (date of event/party): _____
 Address to Deliver Unit(s) To: _____

 Phone # of Customer: _____ Secondary Phone (Cell): _____

A 50% non-refundable down payment is required to reserve your desired item(s) for your event date. Any payment received will be considered an intentional entry into this 'Rental Agreement, Release & Acknowledgement of Risks' contract, even if you have not submitted a completed and signed 'Rental Agreement, Release & Acknowledgement of Risks'.

I understand and acknowledge that the activity to be engaged in through my rental item(s) brings with it both known and unknown (or unanticipated) risks to myself and guests/invitees that may be in, on, under and/or around the rental item(s). Those risks include, but are not limited to; any/all COVID-19 related viruses or any/all other viruses, damaging/high winds, flying objects, falling objects, falling, slipping, crashing and/or colliding that could result in injury, illness, broken bones, bruises, paralysis, disability, disease, emotional distress, death and/or property damage to me and/or my guests/invitees.

I voluntarily release, indemnify, hold harmless and forever discharge K & K Fun Time, Inc. from any and all liability, claims, demands, actions or rights of actions, whether personal to me, to my guests/invitees, to buildings, to floors, to the grounds itself including any/all underground utilities and lines or to a third party which are related to, arise out of or are in any way connected with my rental of the item(s) including acts of God, inclement weather, including damaging/high winds, rental item(s) failure/breakage and those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees and costs which may be incurred by K & K Fun Time, Inc. in the defense of any such liability claim, demand, action or right of action. I acknowledge it is my responsibility to have all underground lines marked.

In the event that I file a lawsuit against K & K Fun Time, Inc. I agree that the substantive law of that state shall apply in that action without regard to the conflict of law of that state.

I acknowledge and represent that I have adequate homeowner's insurance, tenant insurance, or other adequate liability insurance to cover any bodily injury, illness, death, or property damage that may occur to me and/or my guests/invitees from the use of the item(s) I am renting, or else I agree to bear the costs of such injury, illness, death or damage myself.

I acknowledge that K & K Fun Time, Inc. reserves the right to cancel my order if payment has not been received and/or if the event site or weather conditions are determined to be unsafe for its equipment or for the event guests/invitees. K & K Fun Time, Inc. will refund all monies received (less any applicable credit card processing fees) from the customer if the event is cancelled due to conditions deemed unsafe for its equipment.

Should the item(s) I am renting be damaged in any way, I agree to reimburse K & K Fun Time, Inc. in a reasonable amount relative to the damage up to the full replacement cost of the item(s). INITIALS OF RENTER _____ K & K will inspect item(s) at pick-up.

A \$100 cleaning fee will be assessed to any/all items that are excessively dirty and require cleaning prior to takedown. INITIALS OF RENTER _____ K & K will inspect item(s) at pick-up for cleanliness.

I acknowledge that I am renting used items that may have marks, chipped paint and/or scratches and accept the item(s) as is. I also acknowledge that the item(s) are in full working condition and that any tent(s) and/or inflatable(s) are properly tethered (or anchored) upon delivery and initial set-up, as performed by the K & K Fun Time, Inc. representative (listed below). INITIALS OF RENTER _____ K & K will inspect item(s) at pick-up for damage.

I acknowledge that I have been made aware of this rental agreement, and/or reviewed and understand the rules and regulations associated with the item(s) I am renting as stated on the unit itself, contained herein under 'rental agreement, release, and acknowledgement of risks' and/or as stated in the 'specific inflatable rules to follow'. INITIALS OF RENTER _____

I agree to supervise the item(s) and its use at all times that the item(s) are in my possession. I furthermore agree to administer adult supervision of the item(s) while the item(s) are in my possession. INITIALS OF RENTER _____

I acknowledge and certify that I have had sufficient opportunity to read this entire document and, should I choose to do so, consult with legal counsel prior to signing. I have read and understand this document and its content and I execute it freely, intelligently and without duress of any kind and agree to be bound by its terms.

Specific Inflatable Rules to Follow:

<ol style="list-style-type: none"> 1. Only compatible age groups (or same sized children) can play in/on the unit at the same time. Different sized children and varying age groups cannot be mixed. 2. The inflatable units are designed for children. (not recommended for use by adults) 3. The maximum number of children allowed in a standard 15x15 moonwalk or waterslide is: <u>Ages 2 to 8 = 8 children max; Ages 9 to 13 = 6 children max; Ages 14 to 17 = 4 children max</u> 4. The maximum number of children allowed in a standard bounce/slide combo is: <u>Ages 2 to 8 = 12 children max; Ages 9 to 13 = 10 children max; Ages 14 to 17 = 8 children max</u> 5. The maximum number of children allowed in a 30, 40 or 60-foot obstacle course, or slide is: <u>No more than two racers at a time. All racers should move from the front entrance to the back exit.</u> 6. The maximum number of children allowed on a 2-lane bungee, sports challenge or bungee/joust combo is: <u>No more than two.</u> *Remember; do not mix different sized children or varying age groups. 	<ol style="list-style-type: none"> 7. All persons must remove shoes, glasses, jewelry, belts, clothing with oversized metal fasteners, and/or anything else that may be harmful to the inflatable unit. 8. No flips or somersaults inside the inflatable unit. 9. No food, candy or drink inside or near (within 15 feet) the inflatable unit. 10. No water hoses, squirt guns or any other water apparatus/toy inside or near the inflatable unit. 11. No silly string or any other aerosol based product inside or near the inflatable unit. 12. Do not cut plastic ties, or anything else attached to the inflatable unit. 13. No sharp tools or objects inside or near (within 25 feet) the inflatable unit. 14. Do not tape, fasten, or in any way adhere anything to the inflatable unit.
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 Signature of Renter

 Printed Name of Renter

 Date

 Signature of K & K Fun Time, Inc. Rep.