

**BPG FUN CELEBRATIONS INC.**

**P.O. Box 38**

**Eden, N.C. 27289**

**336-623-8573**

**Rental Agreement, Release And Assumption Of Risks**

Rental Date \_\_\_\_\_ Fee \_\_\_\_\_

Start Time \_\_\_\_\_ End Time \_\_\_\_\_

Address: \_\_\_\_\_ 714 Bridge St. Eden, N.C. 27288

Other : \_\_\_\_\_

Phone H \_\_\_\_\_ W \_\_\_\_\_

BPG Fun Celebrations Facility at 714 Bridge St. Eden, NC.

No alcohol or drugs are allowed on property. If any is found during the event your party is over immediately. You, the lessee, will be responsible for the full rental fee. Lessee also assumes liability for any damage to facility and property by anyone attending the event.

Delivery:(Other than 714 Bridge St. Eden, N.C.) to address specified by lessee ( customer ) Lessee grants right to enter said property for setup of the unit ( ride ) at approximately specified time.

Assumption Of Risk: I understand and acknowledge that the activity to be engaged in through my rental of an interactive game(s) and/or other amusement equipment brings with it both Known and unanticipated risks to my guest, my invitees and myself. Those risks include, but are not limited to falling, slipping, Crashing and colliding and could result in injury, disease, emotional distress, death and/or property damage to myself or my guest and Invitees.

Liability Release : I voluntarily release, indemnify, hold harmless and discharge BPG FUN CELEBRATIONS INC. (hereinafter Collectively referred to as "BPGFC"), from any and all liability, Claims, demands actions or rights of actions, whether personal to me or to a third party which are related to, arise out of or are in any way connected with my rental of the interactive inflatable unit

including those allegedly attributable to negligent acts or omissions. I agree to reimburse any reasonable attorney's fees And costs which may be incurred by BPGFC in the defense of any such liability claim, demand, action or right of action.

In the event that I file a cause of action against BPGFC, I agree to do so solely in the state of North Carolina, and I further agree that the substantive law of the state shall apply in the action without regard to the conflict of law rules of the state. 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.

I acknowledge that I have adequate homeowners insurance, tenant insurance, or other liability insurance to cover any bodily injury or property damage which might occur to myself, my guests, or my invitees from the use of the unit I am renting or else I agree to bear the cost of such injury or damage myself.

Rules: listen to the operator at all times and follow his/her instructions, set forth by the manufactures and the rules of the N.C. Department of Labor. RIDE AT YOUR OWN RISK!

I acknowledge and certify that I have had sufficient opportunity to read this entire document, that I understand its content and that I execute it freely, intelligently and without duress of any kind and agree to be bound by its terms.

Lessee: \_\_\_\_\_

Name (please print) \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_